



CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, October 6, 2025

7:00 p.m.

MEETING # 5321

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

Disability Employment Awareness Month Proclamation

VISITORS (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

CONSENT CALENDAR

1. Approval of Study Session Minutes, September 15, 2025.
2. Approval of City Commission Meeting Minutes, September 15, 2025.
3. Approval of Special City Commission Meeting Minutes, September 22, 2025.
4. Appropriation, Ordinance No.19, October 6, 2025
5. Approve the Purchase Prices for the Temporary Construction Easements and Right-of-Way for N. bound 14th Avenue Bridge Replacement.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESSES

NEW BUSINESS

1. Approval of Change Order #3 for United Village Subdivision Infrastructure. Report by Ray Slattery, Director of Engineering.

2. Approval of Change Order #1 for Legends Park Parking Lot Repair and #2 to extend the Quantities to Cover Paving at Optimist Park and Linn School. Report by Ray Slattery, Director of Engineering.
3. Approval of Design Agreement for Traffic Signal Improvements, US-50, Comanche Street, Central Avenue and 1st Avenue Signals. Report by Ray Slattery, Director of Engineering.
4. Approval of Addendum #3 of the Consulting Service Agreement for Trail Street Design Phase 2. Report by Ray Slattery, Director of Engineering.
5. Approval of Quote to Re-line the Well Casing at Well No. 10. Report by Corey Keller, Public Works Director.
6. Approval of Change Orders No. 24 and 25 of FAA Grant 39/40/42 Airport Terminal Expansion and Remodel Project. Report by Corey Keller, Public Works Director.
7. Approve the Proposal for the Repair of Existing Void and Ground Improvement in and Around Anaerobic and Aerobic #4 at the Wastewater Treatment Plant. Report by Ray Slattery, Director of Engineering.
8. Approve the Proposal to Provide the Bulk Fill Grout for the Grouting of the Void Around Anaerobic #4 at the Wastewater Treatment Plant. Report by Ray Slattery, Director of Engineering.
9. Approval to Purchase Snowplows for Athletic Field Maintenance Department. Report by Daniel Cecil, Parks and Recreation Director.
10. Approval of Bid for Legends Park Building Painting Project. Report by Daniel Cecil, Parks and Recreation Director.
11. Approval of the Purchase of Two New Trucks for the Athletic Field Maintenance Department. Report by Daniel Cecil, Parks and Recreation Director.

OTHER BUSINESS

STAFF REPORTS

EXECUTIVE SESSION

Discuss Negotiations with a Third Party/Attorney Client Matters.

ADJOURNMENT

Proclamation

Whereas federal data shows that there were 634,775 adults in Kansas with a disability in 2025, nearly one in three adults in Kansas, and

Whereas people with disabilities are an important, vital part of our community as valued workers, civic leaders, business owners, veterans, family members, and friends, and they are innovative and valued contributors in the workplace, the classroom, and the community; and

Whereas Dodge City residents with disabilities have the same aspirations to work and contribute to their communities as anyone else, and

Whereas, in 1990, the Americans with Disabilities Act became a law that prohibits discrimination against individuals with disabilities in all areas of public life, and whose purpose is to make sure that people with disabilities have the same rights and opportunities as everyone else; and

Whereas National Disability Employment Awareness Month recognizes that individuals with disabilities are capable, contributing members of society worthy of full access and inclusion in Dodge City's workforce.

Now, therefore, I, Jeff Reinert, Mayor of the great City of Dodge City, do hereby proclaim the month of October 2025 as the 80th anniversary of

DISABILITY EMPLOYMENT AWARENESS MONTH

And encourage all citizens of the City of Dodge City to work together to advance the message that people with disabilities are equal to the task. The City of Dodge City is dedicated to fostering equal access and remains committed to the full inclusion of people with disabilities.

Jeff Reinert, Mayor of Dodge City



CITY COMMISSION STUDY SESSION MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, September 15, 2025

6:00 p.m.

CALL TO ORDER

Mayor Jeff Reinert, Commissioners Daniel Pogue, Chuck Taylor, Rick Sowers, Michael Burns present.

Nicole May, Finance Director, gave a presentation and there was discussion over the proposed 2026 City Budget.

ADJOURNMENT

Commissioner Jeff Reinert made a motion to adjourn the meeting. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

ATTEST:

Mayor

City Clerk



CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, September 15, 2025

7:00 p.m.

MEETING # 5319

CALL TO ORDER

ROLL CALL

Mayor Jeff Reinert, Commissioners Daniel Pogue, Chuck Taylor, Rick Sowers, Michael Burns present.

INVOCATION BY Dusty Cookson of First Christian Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA Mayor Jeff Reinert moved to amend the agenda and add Veterans of Foreign Wars 125th Anniversary Proclamation. Commissioner Michael Burns made a motion to accept the addition to the agenda Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

PETITIONS & PROCLAMATIONS

Mayor Reinert read the Veterans of Foreign Wars of the United States 125th Anniversary Proclamation and proclaimed September 29, 2025, as VFW Day.

Casey Fitzgerald Post Commander wanted to thank all and spoke a little about all the VFW changes they have made. Casey invited the Commissioners and the community to the ribbon cutting to be held on September 17th at 6:00 pm at VFW, 909 13th Avenue here in Dodge City.

VISITORS (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, September 2, 2025.
2. Appropriation, Ordinance No. 18, 2025.
3. Approval of Change Order #1 for Johnson Avenue Drainage Repairs.
4. Approval of Purchase and Payment for Right-of-Way and Temporary Construction Easement for Trail Street Reconstruction. (1809 E. Trail St).
5. Approval of Purchase and Payment for Right-of-Way and Temporary Construction Easement for Trail Street Reconstruction. (Loves Dr.)

Commissioner Daniel Pogue moved to accept the consent calendar as presented. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3838: An Ordinance amending the City Code for the City of Dodge City, creating A new article in Chapter Three, titled, "Article 9, Common Consumption Areas" was approved on a motion by Commissioner Michael Burns. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

Resolution No. 2025-30: A Resolution authorizing the establishment of a Common Consumption Area allowing the consumption of alcoholic liquor on property not otherwise subject to a license issued pursuant to the Kansas Liquor Control Act or the Club and Drinking Establishment Act was approved on a motion by Commissioner Rick Sowers. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

Resolution No. 2025-33: A Resolution in support of an application for the funding of Modern Income Housing Program offered through the Kansas Housing Resources Corporation was approved on a motion by Commissioner Daniel Pogue. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

Resolution No. 2025-34: A Resolution in support of an application for funding through the Kansas Housing Investor Tax Credit Program offered through the Kansas Housing Resources Corporation was approved on a motion by Commissioner Michael Burns. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

Resolution No. 2025-35: : A Resolution in support of an application for funding through the Kansas Housing Investor Tax Credit Program offered through the Kansas Housing Resources Corporation was approved on a motion by Commissioner Michael Burns. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

Resolution No. 2025-36: A Resolution allowing the temporary sales and consumption of alcohol beverages for a special event in Wright Park was approved on motion by Commissioner Chuck Taylor. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

Resolution No. 2025-37: A Resolution in support of an application for funding through the Kansas Housing Investor Tax Credit Program offered through the Kansas Housing Resources Corporation was approved on motion by Commissioner Michael Burns. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

UNFINISHED BUSINESSES

NEW BUSINESS

1. Commissioner Daniel Pogue moved to approve the purchase of a Power 10 Deskside System (I Series) for the Dodge City Police Department from SPS VAR in the amount of \$46,150. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

2. Commissioner Michael Burns moved to approve to outsource utility billing to Peregrine Services, Inc. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.
3. Commissioner Chuck Taylor moved to approve the quote from Guild Associates in the amount of \$169,768.33 for a Spare Feed Compressor for Warrior Biogas Project. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.
6. Commissioner Michael Burns moved to approve the quote from Cherokee Measurement and Control to purchase Analyzer Equipment & Technical Assistance in the amount of \$324,367.63. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

Commissioner Daniel Pogue moved to approve the quote from Shelley Electric for the purchase of four Bubbler Panels for the wet wells on the expansion of the south wastewater treatment plant in the amount of \$150,034.00. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

7. Commissioner Michael Burns moved to table the KDOT's (Kansas Department of Transportation) Contract for Traffic Signal Coordination and Freight Prioritization till the next meeting. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.
8. Commissioner Michael Burns moved to approve to execute the purchase option for 2401 E Trail Street in the amount of \$475,000 for the reconstruction of Trial Street from Love's Drive to Kansas Feed's Drive and approve the memorandum of understanding with Love's Travel Stop and Country Stores, pending review of City Attorney. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Rick Sowers made a motion to adjourn the meeting. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

ATTEST:

Mayor

City Clerk



SPECIAL CITY COMMISSION MEETING MINUTES

City Hall Commissioner Chambers

806 N. 2nd Avenue

Monday, September 22, 2025

7:00 p.m.

MEETING # 5320

CALL TO ORDER

ROLL CALL Mayor Jeff Reinert, Commissioners Daniel Pogue, Rick Sowers present. Commissioners Michael Burns and Chuck Taylor reported absent.

PUBLIC HEARING

Mayor Reinert opened the public hearing on the purposed 2026 Budget for the City of Dodge City. Nicole May, Finance Director stated that the 2026 budget mill levy will be proposed at 35.717 mills, which is a reduction of 0.506 mills from 2025. Meeting open to public for questions or comments. There were no public comments. Mayor Reinert closed the public hearing.

APPROVAL OF AGENDA

Commissioner Rick Sowers made a motion to approve the agenda as presented. Commissioner Daniel Pogue seconded the motion. The motion carried 3 - 0.

UNFINISHED BUSINESS

1. Commissioner Rick Sowers moved to approve the KDOT's (Kansas Department of Transportation) contract for Traffic Signal Coordination and Freight Prioritization. Commissioner Daniel Pogue seconded the motion. The motion carried 3 - 0.

NEW BUSINESS

1. Commissioner Rick Sowers made a motion to approve the proposed 2026 Budget with the total mill levy of 35.717, not to exceed. Commissioner Daniel Pogue seconded the motion. The motion carried 3 - 0.

Mayor Reinert moved to Executive Session

EXECUTIVE SESSION

At 7:11 pm Commissioner Daniel Pogue made a motion that the Commission recess into executive session pursuant to the exception found in K.S.A. 75-4319(b)(2), justification to close the meeting is to consult with attorney on matters privileged in an attorney/client relationship. The open meeting will resume in the city commissioner chambers in 5 minutes at 7:16 pm. The meeting will include the Commissioners, Jeff Reinert, Daniel Pogue, Rick Sowers, Michael Burns, City Manager Nick Hernandez and City Attorney Paige Gilmore. The Commission will not take action upon returning to open session and prior to adjournment. Commissioner Rick Sowers seconded the motion. The motion carried 3 - 0.

The open meeting was reconvened at 7:16 pm

ADJOURNMENT

Commissioner Daniel Pogue made a motion to adjourn the meeting.
Commissioner Rick Sowers seconded the motion. The motion carried 3 - 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering

Date: October 2, 2025

Subject: Approve Payment for Temporary Construction Easements and Right-of-Way for N. Bound 14th Ave. Bridge Replacement, ST 2306

Agenda Item: Consent Calendar

Purpose: The purpose of this is to approve the payment of the temporary construction easements (TCE) and right of way (ROW) purchase required for the replacement of the North Bound 14th Ave. Bridge.

Recommendation: Approve the purchase price for the TCEs and ROW for the replacement of the N. Bound 14th Ave. Bridge.

Background: The City needs to acquire three TCEs and ROW from one tract for the replacement of the N. Bound 14th Ave. Bridge. The City’s agent for the acquisition has been working on acquiring the TCEs and ROW. Appraisals were completed and offers negotiated. The compensation was determined to meet fair and equitable compensation as outlined in the Uniform Act for Property Acquisition. A TCE was needed from Roundup Rodeo. Roundup Rodeo donated the TCE and waived the appraisal.

City Commission Options:

1. Approve Purchase Price of TCEs & ROW
2. Disapprove Purchase Price of TCEs & ROW
3. Table for further discussion

Financial Considerations: The negotiated TCEs & ROW offers follow:

Mario Garcia Marquez (TCE)	\$ 500.00
Carol F. Noller Revocable Trust &	
Larry L. Noller Revocable Trust (TCE) & (ROW)	<u>\$2,700.00</u>

TOTAL	\$3,200.00
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Amount \$: 3,200.00

Funds:

Budgeted Expense Grant Bonds Other

Legal Considerations: Proceed with payment easements.

Mission/Values: Approving this agreement aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Contracts for the purchase of the TCEs & ROW

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

City of Dodge City
Project: ST-2306
Property Address: 100 N 14th Ave Dodge City, KS

AGREEMENT TO PURCHASE TEMPORARY EASEMENT AND RIGHT OF WAY

THIS AGREEMENT is made this ____ day of September, 2025 by and between, **Carol F. Noller, Trustee of the Carol F. Noller Revocable Trust dated December 26, 2008 and Larry L. Noller, Trustee of the Larry L. Noller Revocable Trust dated August 11, 2014** (“Seller”, whether one or more), and the City of Dodge City, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (“Buyer”).

WITNESSETH:

WHEREAS, Seller is the owner of certain real property having a common address of 100 N 14th Ave Dodge City, KS 67801, Dodge City, Ford County, Kansas, and which is further identified as (hereinafter “Seller’s Property”); and

WHEREAS, Buyer is undertaking a public street project (hereinafter “the Project”) in the vicinity of Seller’s Property; and

WHEREAS, Buyer has determined it is necessary to acquire certain easements from Seller’s Property for such Project, as more fully described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to applicable Kansas statutes, Buyer possesses the right and power of eminent domain to acquire real property and real property interests for its lawful public purposes; and

WHEREAS, in lieu of Buyer’s exercise of its right and power of eminent domain, Seller is willing to sell and Buyer is willing to purchase the temporary easement described at Exhibit A, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Seller agrees to sell and Buyer agrees to purchase a temporary easement described in Exhibit A, which is attached hereto and incorporated herein by reference.
2. Purchase Price. The purchase price for such easement is \$2,700.00 itemized as the following; \$26.00 for a Temporary Easement and \$2,674.00 for Right of Way.
3. Improvements, Fixtures and Landscaping. Except as otherwise set forth herein, improvements, fixtures, fencing, trees or other landscaping, or other site improvements located within the

area described in Exhibit A, are not proposed to be impacted by the Project. Sidewalk, pavement and driveway approach replacement is specified in the plans as applicable.

4. Closing: Contemporaneously with the execution and delivery of this Agreement, Seller agrees to deliver executed instruments to Buyer conveying the easements described in Exhibit A. Upon delivery of such instruments to Buyer and Buyer's execution of this Agreement, Buyer shall be entitled to the right of possession and the right to make use of such easements for their stated purpose. Within thirty (30) days following delivery of such executed instruments by Seller, Buyer shall deliver the purchase consideration set forth in Paragraph 2 herein to Seller. Upon delivery of such purchase consideration, Buyer may then file the executed instruments with the Ford County Register of Deeds for recording. Buyer shall pay the costs of recording all instruments tendered by Seller.

5. Additional Terms: Each party agrees, acknowledges, warrants and represents:
- (a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
 - (b) the consideration herein expressed is contractual and not a mere matter of recital; and
 - (c) no promise or agreement not expressed in this Agreement has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
 - (d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
 - (e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
 - (f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
 - (g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
 - (h) this Agreement may be signed in multiple counterparts, which when collected and assembled by Buyer shall constitute the entire agreement; electronic copies with notarized signatures shall be considered the same as the original; and
 - (i) each shall cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
 - (j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
 - (k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Kansas.

[Remainder of Page Intentionally Blank, Additional Signature Page Follows].

IN WITNESS WHEREOF, the said parties have hereto set their hands the day and year first above written.

SELLER: Carol F. Noller Revocable Trust dated December 26, 2008

BY: Carol F. Noller - Trustee
Carol F. Noller, Trustee

SELLER: Larry L. Noller Revocable Trust dated August 11, 2014

BY: Larry L. Noller
Larry L. Noller, TRUSTEE

BUYER: CITY OF DODGE CITY, KANSAS

Mayor

ATTEST

City Clerk

Tract #2B

Carol F. Noller & Larry Noller Rev. Trust

PIN: 029087350200300301001

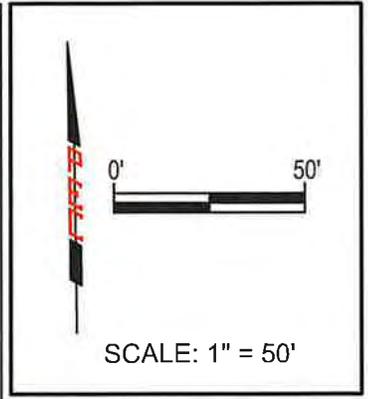
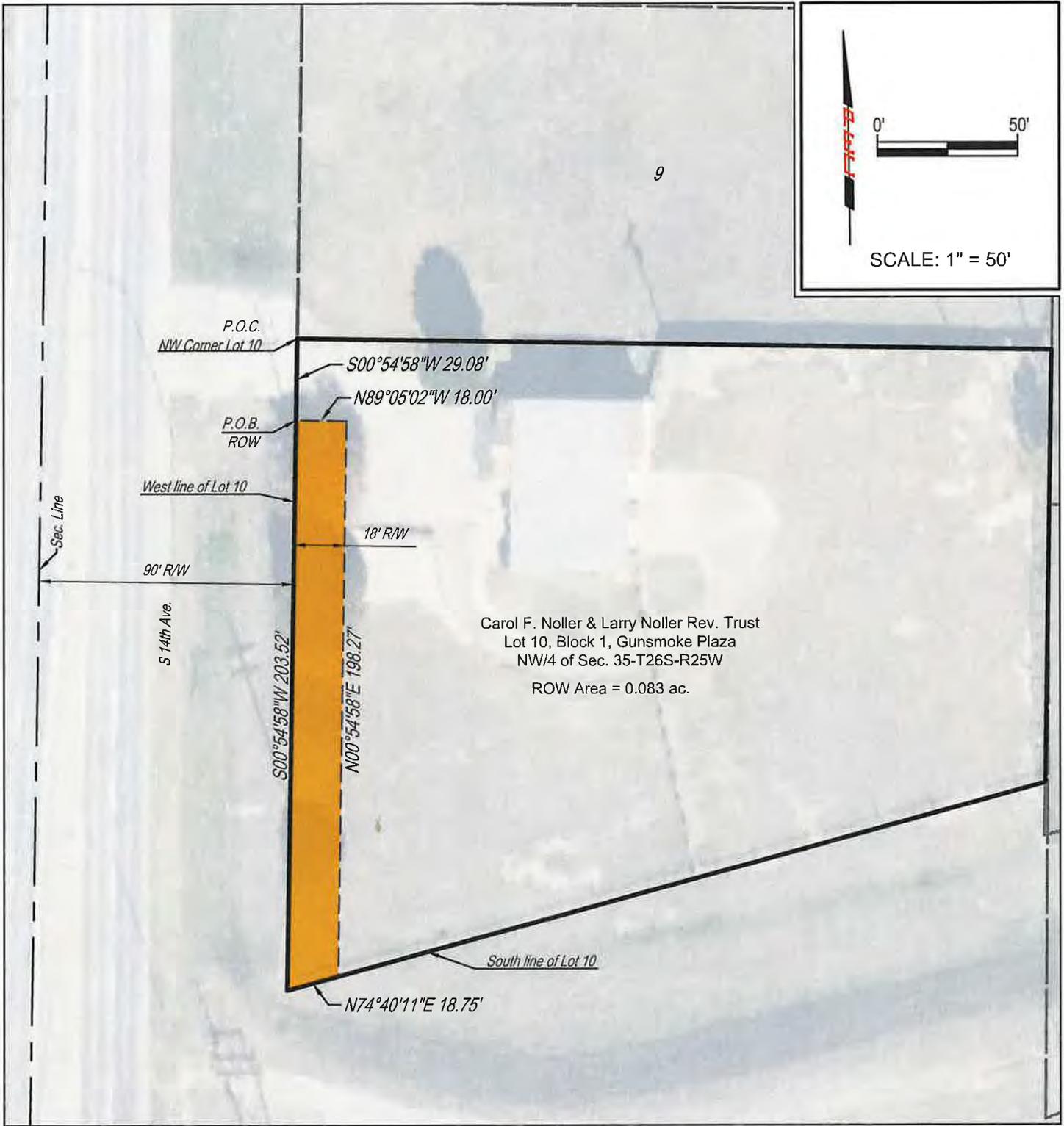
RIGHT OF WAY EASEMENT:

A portion of Lot 10, Block 1, Gunsmoke Plaza, Dodge City, Ford County, Kansas, in the Northwest Quarter of Section 35, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas, described and prepared on May 12, 2025, by Charles W. Brooksher P.S. #1281 with Professional Engineering Consultants, P.A. (CLS #65), described as follows: Commencing at the Northwest Corner of Lot 10, Block 1, Gunsmoke Plaza, Dodge City, Ford County, Kansas, in Section 35, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas; thence S00°54'58"W (bearings based on the Kansas Regional Coordinate System, Zone 14, Dodge City) along the West line of said Lot 10, being the East Right of Way of South 14th Avenue, a distance of 29.08 feet to the Point Of Beginning; thence continuing S00°54'58"W along said West line of Lot 10 and said East right of way line, a distance of 203.52 feet to the South line of said lot 10; thence N74°40'11"E along said South line, a distance of 18.75 feet; thence N00°54'58"E, parallel with the West line of said Lot 10 and said East Right of Way line, a distance of 198.27 feet; thence N89°05'02"W, a distance of 18.00 feet to the Point of Beginning; encompassing 0.083 acre, more or less.



PREPARED BY: CHARLES W. BROOKSHER PS #1281
PEC PROJECT NO. 230883-000

TRACT #2B RIGHT OF WAY EASEMENT



Carol F. Noller & Larry Noller Rev. Trust
Lot 10, Block 1, Gunsmoke Plaza
NW/4 of Sec. 35-T26S-R25W
ROW Area = 0.083 ac.

LEGEND	
	SECTION LINE
	PROPERTY LINE
	EASEMENT LINE
	RIGHT OF WAY
	SECTION CORNER
	POB / POC POINT OF BEGINNING/COMMENCING

DATE:
May 12, 2025

PROPERTY ADDRESS:
100 N 14th Ave.
Dodge City, Ks. 67801

PEC PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-6457 www.pec1.com

OWNER INFO:
Carol F. Noller & Larry Noller Rev. Trust

Tract #2A

Carol F. Noller & Larry Noller Rev. Trust

PIN: 029087350200300301001

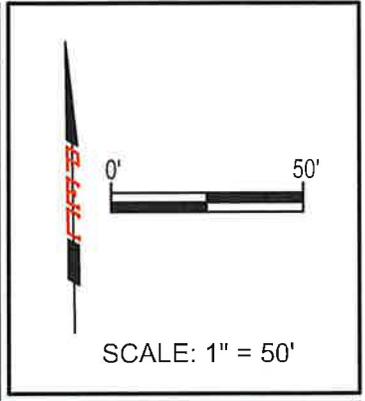
TEMPORARY CONSTRUCTION EASEMENT:

A portion of Lot 10, Block 1, Gunsmoke Plaza, Dodge City, Ford County, Kansas, in the Northwest Quarter of Section 35, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas, described and prepared on May 12, 2025, by Charles W. Brooksher P.S. #1281 with Professional Engineering Consultants, P.A. (CLS #65), described as follows: The West 6.00 Feet of the North 29.08 Feet of Lot 10, Block 1, Gunsmoke Plaza, Dodge City, Ford County, Kansas, as measured along the West line of Said Lot 10. More described as beginning at the Northwest corner of said Lot 10; thence S89°05'02"E along the North line of said Lot 10, a distance of 6.00 feet; thence S00°54'58"W, parallel with the West line of said Lot 10 a distance of 29.08 feet; thence N89°05'02"W, a distance of 6.00 feet to said West line; thence N00°54'58"E along said West line, a distance of 29.08 feet to the Point of Beginning; encompassing 178.48 sq. ft., more or less.



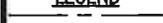
PREPARED BY: CHARLES W. BROOKSHER PS #1281
PEC PROJECT NO. 230883-000

TRACT #2A
 TEMPORARY CONSTRUCTION EASEMENT



Carol F. Noller Rev. Trust &
 Larry Noller Rev. Trust
 Lot 10, Block 1, Gunsmoke Plaza
 NW/4 of Sec. 35-T26S-R25W
 TCE Area = 174.48 sq. ft.

LEGEND

-  SECTION LINE
-  PROPERTY LINE
-  EASEMENT LINE
-  TEMP. CONSTRUCTION EASEMENT
-  SECTION CORNER
-  POB / POC POINT OF BEGINNING/COMMENCING

DATE:
 May 12, 2025

PROPERTY ADDRESS:
 00000 14th Ave.
 Dodge City, Ks. 67801

OWNER INFO:
 GARCIA MARQUEZ, MARIO

City of Dodge City
Project: ST-2306
Property Address: 102 N 14th Ave Dodge City, KS

AGREEMENT TO PURCHASE TEMPORARY EASEMENT

THIS AGREEMENT is made this 29th day of August, 2025 by and between, **Mario Garcia Marquez** (“Seller”, whether one or more), and the City of Dodge City, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (“Buyer”).

WITNESSETH:

WHEREAS, Seller is the owner of certain real property having a common address of 102 N 14th Ave Dodge City, KS 67801, Dodge City, Ford County, Kansas, and which is further identified as (hereinafter “Seller’s Property”); and

WHEREAS, Buyer is undertaking a public street project (hereinafter “the Project”) in the vicinity of Seller’s Property; and

WHEREAS, Buyer has determined it is necessary to acquire certain easements from Seller’s Property for such Project, as more fully described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to applicable Kansas statutes, Buyer possesses the right and power of eminent domain to acquire real property and real property interests for its lawful public purposes; and

WHEREAS, in lieu of Buyer’s exercise of its right and power of eminent domain, Seller is willing to sell and Buyer is willing to purchase the temporary easement described at Exhibit A, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Seller agrees to sell and Buyer agrees to purchase a temporary easement described in Exhibit A, which is attached hereto and incorporated herein by reference.
2. Purchase Price. The purchase price for such easement is \$500.00.
3. Improvements, Fixtures and Landscaping. Except as otherwise set forth herein, improvements, fixtures, fencing, trees or other landscaping, or other site improvements located within the area described in Exhibit A, are not proposed to be impacted by the Project. Sidewalk, pavement and driveway approach replacement is specified in the plans as applicable.
4. Closing: Contemporaneously with the execution and delivery of this Agreement, Seller agrees to deliver executed instruments to Buyer conveying the easements described in Exhibit A. Upon

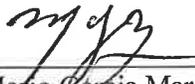
delivery of such instruments to Buyer and Buyer's execution of this Agreement, Buyer shall be entitled to the right of possession and the right to make use of such easements for their stated purpose. Within thirty (30) days following delivery of such executed instruments by Seller, Buyer shall deliver the purchase consideration set forth in Paragraph 2 herein to Seller. Upon delivery of such purchase consideration, Buyer may then file the executed instruments with the Ford County Register of Deeds for recording. Buyer shall pay the costs of recording all instruments tendered by Seller.

5. Additional Terms: Each party agrees, acknowledges, warrants and represents:
- (a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
 - (b) the consideration herein expressed is contractual and not a mere matter of recital; and
 - (c) no promise or agreement not expressed in this Agreement has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
 - (d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
 - (e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
 - (f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
 - (g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
 - (h) this Agreement may be signed in multiple counterparts, which when collected and assembled by Buyer shall constitute the entire agreement; electronic copies with notarized signatures shall be considered the same as the original; and
 - (i) each shall cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
 - (j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
 - (k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Kansas.

[Remainder of Page Intentionally Blank, Additional Signature Page Follows].

IN WITNESS WHEREOF, the said parties have hereto set their hands the day and year first above written.

SELLER: Mario Garcia Marquez



Mario Garcia Marquez

BUYER: CITY OF DODGE CITY, KANSAS

Mayor

ATTEST

City Clerk

Tract #1

Garcia Marquez, Mario

PIN: 0290873502003003000

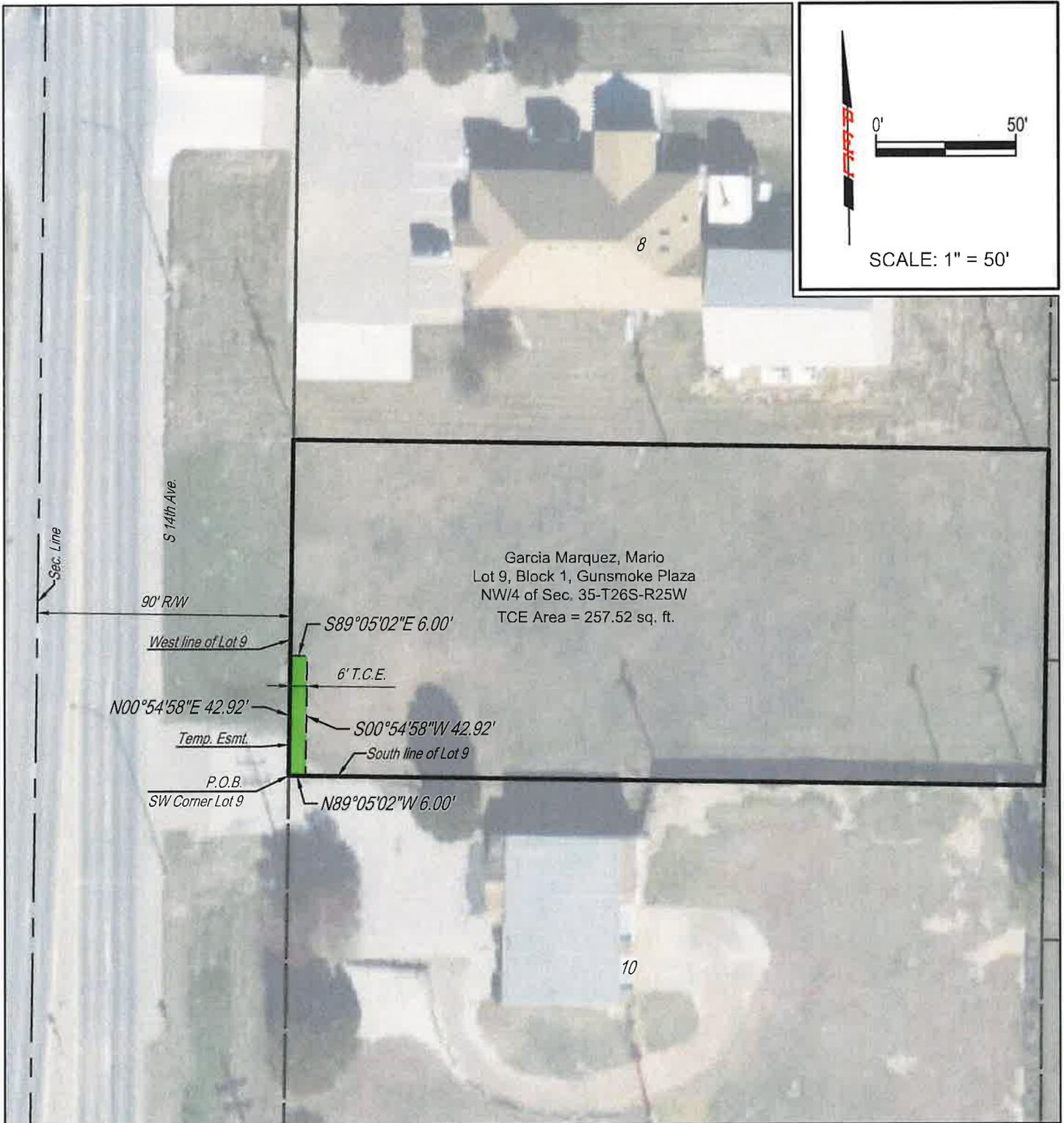
TEMPORARY CONSTRUCTION EASEMENT:

A portion of Lot 9, Block 1, Gunsmoke Plaza, Dodge City, Ford County, Kansas, in the Northwest Quarter of Section 35, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas, described and prepared on May 12, 2025, by Charles W. Brooksher P.S. #1281 with Professional Engineering Consultants, P.A. (CLS #65), described as follows: The West 6.00 Feet of the South 42.92 Feet of Lot 9, Block 1, Gunsmoke Plaza, Dodge City, Ford County, Kansas, as measured along the West line of Said Lot 9. More described as beginning at the Southwest corner of said Lot 9; thence N00°54'58"E along said West line, a distance of 42.92 feet; thence S89°05'02"E, a distance of 6.00 feet; thence S00°54'58"W, parallel with said West line, a distance of 42.92 feet to the South line of said Lot 9; thence N89°05'02"W along said South line, a distance of 6.00 feet to the Point of Beginning; encompassing 257.52 sq. ft., more or less.



PREPARED BY: CHARLES W. BROOKSHER PS #1281
PEC PROJECT NO. 230883-000

TRACT #1 TEMPORARY CONSTRUCTION EASEMENT



LEGEND	
	SECTION LINE
	PROPERTY LINE
	EASEMENT LINE
	TEMP. CONSTRUCTION EASEMENT
	SECTION CORNER
	POINT OF BEGINNING/COMMENCING

DATE:
May 12, 2025

PROPERTY ADDRESS:
00000 14th Ave.
Dodge City, Ks. 67801

PEC PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-6457 www.pec1.com

OWNER INFO:
GARCIA MARQUEZ, MARIO



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: October 6, 2025

Subject: Change Order #3, United Village Infrastructure (Building Solutions), PL 22204

Agenda Item: New Business

Purpose: To approve the field changes made during the construction of the infrastructure for the United Village Subdivision.

Recommendation: Approve Change Order #3 for United Village Subdivision Infrastructure in the amount of \$232,350.79.

Background: At the August 21, 2023, Commission Meeting, the Commission awarded Building Solutions, LLC the construction of the infrastructure improvements for the United Village Subdivision. During the construction of the infrastructure changes needed to be made to keep the project on schedule. Most of the changes/additions/deletion are minor and some additions are cancelled by some of the deletions. Some of the major items that had increases were

- An additional manhole to connect an existing sewer main into the new sewer main. This main had been connected to the existing sewer on the property that was removed. It was anticipated this line would be connected as a service, but due to the size of the line and elevation, a manhole was required.
- Additional height adjustments to the manholes.
- Additional sewer services to connect existing businesses to the new line.
- An additional 266.6 L.F of 6" waterline to provide a loop for the subdivision.
- An additional 107 L.F. to extend the 12" waterline to McArtor Rd. so it can be connected to the proposed 12" line on McArtor Rd. during the reconstruction of McArtor Rd.
- An additional 2 - 12" Gate Valves
- An additional 7" NRDJ concrete pavement on Malgretout Parkway near the 14th Ave. intersection.
- Changing the seed mix from annual Rye to a combination seed mix with buffalo to provide a perennial grass seed.
- Addition of Bond to the Project. The development did not inform the Contractor that a Bond would be required during the quote process.
- Additional earthwork
- Setting up temporary sewer for those services using the sewer line to be abandoned.

The reductions are represented by

- Deletion of 6" NRDJ concrete pavement on Malgretout Parkway near the 14th Ave. intersection.
- Deletion of the Rye Seed

All totaled, the increase represents a 4% increase in the project cost. The RHID will cover these additional costs.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: Change Order #3 is for an increase of \$232,350.79. Funding will be from the United Village RHID.

Amount \$: \$232,350.79

Fund: 45830300 442008

Budgeted Expense Grant Bonds Other RHID

Legal Considerations: By approving the Change Order of Building Solutions, LLC, the contract dollar amount will be amended.

Mission/Values: The completion of this project aligns with the City's Core Value of Ongoing Improvement, Safety, Working Towards Excellence.

Attachments: Change Order #3

Approved for the Agenda by:



Ray Slattery, PE, Dir. of Engineering Services

CITY OF DODGE CITY

Change Order

CONTRACT FOR: United Village Subdivision

PROJECT NUMBER: PL 2204 Bld. Sol.

CONTRACTOR: Building Solutions, LLC

REQUEST NUMBER: 3

ITEM DESCRIPTION	UNIT	CONTRACT OR PREVIOUS QUANTITY	ADJUSTED QUANTITY	AMOUNT OF OVERRUN OR UNDERRUN	CONTRACT UNIT PRICE	NEW UNIT PRICE	DOLLAR AMOUNT OF CHANGE
SANITARY SEWER IMPROVEMENTS							
10" SDR 35 Sanitary Sewer Pipe	L.F.	8079	8070.5	-8.50	\$ 36.00		\$ (306.00)
12" SDR 35 Sanitary Sewer Pipe	L.F.	1295	1325	30.00	\$ 48.00		\$ 1,440.00
Trench & Backfill	L.F.	9374	9395.5	21.50	\$ 10.00		\$ 215.00
Standard Manhole (0'-6) w/Std. Ring & Cover	Each	38	39	1.00	\$ 4,500.00		\$ 4,500.00
Manhole (Extra Depth)	V.F.	63	73.6	10.60	\$ 400.00		\$ 4,240.00
Service Wyes (with Connection)	Each	208	214	6.00	\$ 250.00		\$ 1,500.00
4" Sch. 40 Service Line (inc. fittings)	L.F.	8967	9202	235.00	\$ 25.00		\$ 5,875.00
WATERLINE IMPROVEMENTS							
6" PVC Pipe (C900)	L.F.	126	392.6	266.60	\$ 96.00		\$ 25,593.60
8" PVC Pipe (C900)	L.F.	8427	8459.4	32.40	\$ 50.00		\$ 1,620.00
12" PVC Pipe (C900)	L.F.	3215	3322	107.00	\$ 100.00		\$ 10,700.00
6" Gate Valve w/Valve Box	Each	24	25	1.00	\$ 2,000.00		\$ 2,000.00
8" Gate Valve w/Valve Box	Each	19	20	1.00	\$ 3,000.00		\$ 3,000.00
12" Gate Valve w/Valve Box	Each	8	10	2.00	\$ 5,500.00		\$ 11,000.00
STREET & DRAINAGE IMPROVEMENTS							
Concrete Pavement (6")(NRDJ)	S.Y.	36300	34384.1	-1915.90	\$ 48.75		\$ (93,400.13)
Concrete Pavement (7")(NRDJ)	S.Y.	706	2621.9	1915.90	\$ 53.75		\$ 102,979.63
Concrete Flume	Each	5	6	1.00	\$ 8,350.00		\$ 8,350.00
Seeding	Acres	6	0	-6.00	\$ 2,300.00		\$ (13,800.00)
Seeding with Buffalo mix in lieu of Rye only	Acres	0	6	6.00		\$ 7,820.00	\$ 46,920.00
CHANGE ORDERS							
Bond	L.S.	0	1	1.00		\$ 57,121.97	\$ 57,121.97
Pavement Removal	S.Y.	59	93.2	34.20		\$ 86.00	\$ 2,941.20
Dirtwork	C.Y.	495	1183	688.00		\$ 33.50	\$ 23,048.00
Rem./Repl./ Curb & Gutter	L.F.	72	100	28.00		\$ 37.50	\$ 1,050.00
Curb & Gutter Modification to elevation bust	L.F.	0	40	40.00		\$ 40.00	\$ 1,600.00
Temporary Sewer for Existing Services to old Sewer Line	L.S.	0	1	1.00		\$ 17,871.38	\$ 17,871.38
RCB Wing Wall Extension & Slope Paving	L.S.	1	1.054	0.054		\$ 32,336.00	\$ 1,746.14
Sidewalk Top @ BOTO Box	Each	0	1	1.00		\$ 750.00	\$ 750.00
24" Fire Hydrant Extension	Each	0	2	2.00		\$ 1,897.50	\$ 3,795.00
							NET INCREASE \$ 232,350.79

RECOMMENDED FOR APPROVAL:

This is to affirm that I have inspected this change in plans and construction and hereby agree to the quantities, unit prices, and amounts shown above.

Ray Slattery, P.E.
Director of Engineering Services

Contractor: Building Solutions, LLC

Connie Marquez, City Clerk

Mayor or City Manager

By: _____



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: October 6, 2025

Subject: Approval of Change Order #1 & #2 for Legends Park Parking Lot Repair, PK 2402

Agenda Item: New Business

Purpose: Approve Change Order #1 to match the actual work done at Legends Park and CO #2 to extend the quantities to cover paving by Optimist Park and Linn School.

Recommendation: Approve Change Order #1 in the amount of \$13,081.52 for additional work required on the Legends Park Parking Lot repair project and Change Order #2 in the amount of \$36,744.29 to extend the quantities to pave a portion of the parking lot at Optimist Park by Linn School. Total amount of the Change Orders is \$49,825.81.

Background: The Commission approved the parking lot repairs for Legends Park at the November 18, 2024, meeting. Construction has been completed on the Legends Park Parking Lot,

Change Order #1 represents actual field placed quantities. The items that had additional work completed are as follows;

- An additional 44 SY of pavement excavation and concrete pavement took place to repair additional area of the parking lot.
- An additional 20 LF of curb & gutter was removed and replaced.
- The subgrade was bad in an area of the drive that had experienced pavement failure, so 5,238 SF was over excavated 12" and additional milling subgrade was place.

Change Order #2 represents the extension of quantities to pave a portion of the Optimist Park parking lot by Linn School. This past summer the School District paved a portion of this parking lot located on their property. Staff feel it is desirable to pave the portion of the parking lot located on City property to provide a completed project and reduce future maintenance. The quantities shown in CO #2 represent the paving of the City portion of the parking lot. Although not a plated street, the drive lane of this parking lot functions as a street as it connects Westlawn Ave. and Overhill Rd. CO #2 will be founded by Special Streets.

City Commission Options:

1. Approve Change Orders
2. Reject Change Orders
3. Table for further discussion

Financial Considerations:

CO #1 Amount \$:13,081.52
CO #1 Fund:11252710-441010

CO #2 Amount \$:36,744.29
CO #2 Fund:12230300-442004

Budgeted Expense Grant Bonds Other Special Streets

Legal Considerations: By approving these change orders, the contract dollar amount will be amended.

Mission/Values: Approving this change order aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Change Order #1 & #2 and Optimist Park lot drawing

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

CITY OF DODGE CITY

Change Order

CONTRACT FOR: Legend's Park Parking Lot Repairs - 2024

PROJECT NUMBER: PK 2402

CONTRACTOR: DTD Construction, Inc.

REQUEST NUMBER: 1

ITEM DESCRIPTION	UNIT	CONTRACT OR PREVIOUS QUANTITY	ADJUSTED QUANTITY	AMOUNT OF OVERRUN OR UNDERRUN	CONTRACT UNIT PRICE	NEW UNIT PRICE	DOLLAR AMOUNT OF CHANGE
Pavement Excavation	S.Y.	2473.0	2517.0	44.0	\$16.00		\$ 704.00
Concrete Pavement (7")(AE)	S.Y.	2450	2494.0	44.0	\$57.93		\$ 2,548.92
Rem. & Repl. Curb & Gutter	L.F.	20.5	40.5	20.0	\$72.39		\$ 1,447.80
Extra 12" Excavation and Backfill w/Millings	S.F.	0.0	5238.0	5238.0		\$ 1.60	\$ 8,380.80
						NET INCREASE	\$ 13,081.52

RECOMMENDED FOR APPROVAL:

This is to affirm that I have inspected this change in plans and construction and hereby agree to the quantities, unit prices, and amounts shown above.

Ray Slattery, P.E.
Director of Engineering Services

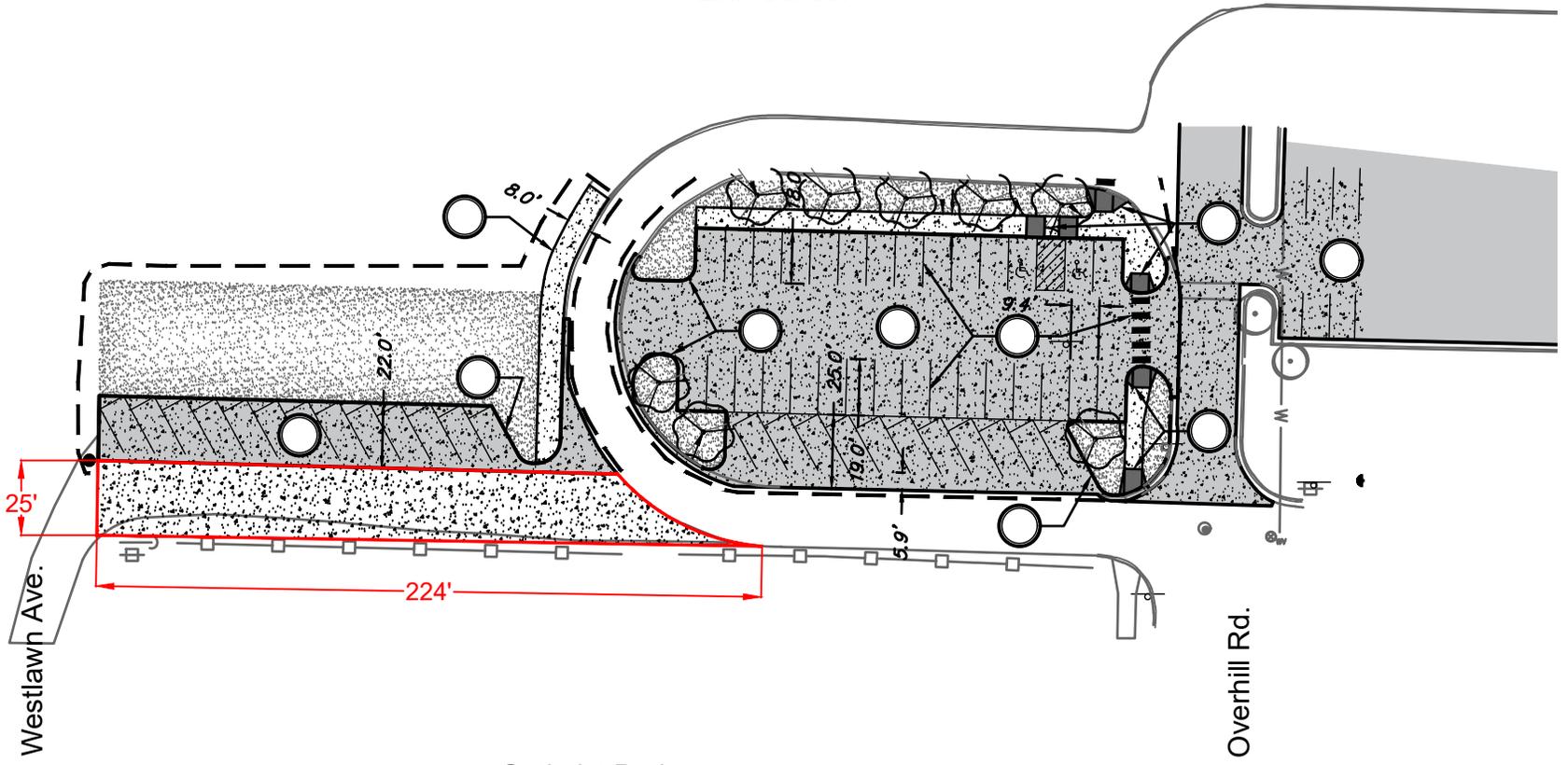
Contractor: DTD Construction, Inc.

Connie Marquez, City Clerk

Mayor or City Manager

By: _____

Linn School



Westlawn Ave.

Overhill Rd.

Optimist Park



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: October 6, 2025
Subject: Design Agreement for Traffic Signal Improvements US-50 Signals and Comanche St. and Central Ave. & 1st Ave. Signals, ST 2506
Agenda Item: New Business

Purpose: The purpose of this project is to design improvements such as coordination and freight prioritization to the five Traffic Signals on US 50 and the signals at Comanche St. and Central Ave. & 1st Ave.

Recommendation: Approve the Agreement Design Scope of Services for Traffic Signal Improvements on US-50 and Comanche St. at 1st Ave. and Central Ave. with PEC in the amount of \$31,900.00.

Background: The KDOT Agreement for this project was approved at the September 22, 2025 Commission Meeting. The City has been working with PEC on this project and requested a scope of services and fee for the design of the project.

PEC has submitted the attached agreement for design services.

City Commission Options:

1. Approve Agreement
2. Reject Agreement
3. Table for further discussion

Financial Considerations:

Amount \$: 31,900.00

Funds: Special Streets Fund

Budgeted Expense Grant Bonds Other

Legal Considerations: The City will be entering into an agreement with PEC and will be bound by the provisions of this contract.

Mission/Values: This project aligns with the City's Core Value of Ongoing Improvements and Safety.

Attachments: Agreement with Scope of Services for design with PEC.

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services



September 19, 2025

Tanner Rutschman
City Engineer
City of Dodge City
P.O. Box 880
Dodge City, Kansas, 67801

Reference: AGREEMENT for Project: Dodge City Traffic Signals
Dodge City, Kansas
PEC Project No. 241097-000

Dear Mr. Rutschman:

Professional Engineering Consultants, P.A. ("PEC") is pleased to provide professional services to the City of Dodge City ("Client") in connection with the referenced Project, and in accordance with this letter agreement ("Agreement"). The services to be performed by PEC (the Services") are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

Performance. PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Client Responsibilities. To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client.

Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable net 30 days

from invoice date. Unpaid balances past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys' fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

Work Product. PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the "Work Product"). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client, or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user's sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment, Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy ("hard copy") or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client's sole risk.

Insurance. PEC and Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Supplemental Agreements. Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client; changes in the Services will only be commenced after full execution of a Supplemental Agreement. For any change that increases PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing

from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees from all third-party claims resulting from differing, concealed, or unknown conditions.

Force Majeure. PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project owner, Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

Construction Means; Safety. PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

Cost Estimates. Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

Termination. Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. Upon termination of this Agreement, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials

through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

Betterment. PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

Jurisdiction; Venue; Governing Law. To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

Indemnity. To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client's obligations under any separate agreement with any third-party.

No "Flow-down" Provisions. PEC agrees to no "flow-down" provisions from any contract between Client and any third-party unless the same are specifically identified in PEC's proposal/agreement.

Entire Agreement. This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended in writing, signed by PEC and Client.

Severability. If any provisions of this Agreement are determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services. The terms of this proposed Agreement are valid for 30 days after the date of PEC's execution. PEC reserves the right to amend the proposed Agreement if not accepted within that time.

Sincerely,

TPA:kaa

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____, Signatory

Printed Name: Benjamin M. Mabry, PE

Title: VP Municipal Transportation Engineering

Date: _____

ACCEPTED:

CITY OF DODGE CITY

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A**A. Project Description**

1. Phase I of the Project will consist of replacing the existing vehicle detection and controller equipment along US-50 Hwy. at the intersections of Comanche St., 6th St., Central Ave. and Fairway Dr. Phase II of the project will consist of upgrading the traffic detection and controller equipment along Comanche St. at the intersections of 1st St. and Central Ave.
2. The Project delivery method is design-bid-build.

B. Anticipated Project Schedule

1. The fully executed copy of the contract will serve as PEC's notice to proceed with the services.
2. PEC shall commence its services on the Project within 14 days after receiving CLIENT's notice to proceed.
3. PEC and CLIENT anticipate that construction of the Project will commence on a mutually agreed upon schedule.
4. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. Project deliverable schedules will be impacted by untimely receipt of information necessary to complete design. PEC will not have control over or responsibility for any CLIENT, contractor, or vendor's performance schedule.

C. Project Deliverables

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
 - a) Recommended equipment upgrades for signalized intersections along the project corridors and updated timings for current traffic conditions.

D. Scope of Services

1. Traffic Engineering Services:
 - a) Contact City Staff to confirm the need and/or to finalize the scope of the traffic engineering services.
 - b) Conducting manual turning movement counts at the following locations during the AM (7:00 – 9:00 AM) and PM (4:00 – 6:00 PM) peak hours:
 - i. Along US-50 Hwy at the intersections of Comanche St., 6th St., Central Ave. and Fairway Dr.
 - c) Traffic counts at Commanche and 1st and Commanche and Central will be provided by the City.

- d) Prepare a list of proposed equipment upgrades and signal timings for signalized intersections along the project corridor. Additionally, PEC will include operational analysis of intersections during the peak hours for the following traffic volume conditions:
 - i. Existing traffic volumes
 - ii. Existing and future traffic volumes
 - e) Prepare final recommendations based on client comments and submit to the City/KDOT.
 - f) Discuss findings of report with CLIENT.
2. Project Management Services:
- a) Provide project correspondence and consultation with CLIENT.
 - b) Provide quality control review prior to submission of project deliverables.
 - c) Attend and assist in facilitating a pre-design kickoff meeting with CLIENT to formalize the design criteria and PROJECT boundaries, lines of communication and overall project procedures.
 - d) Attend and assist in facilitating a design review meeting with the CLIENT to review the plans.
3. Bidding Services:
- a) Advertise PROJECT and distribute bid documents to prospective bidders.
 - b) Respond to bidder's requests for information during the bidding process.
 - c) Maintain bid document holders list.
 - d) Attend and assist in facilitating the pre-bid conference, if applicable.
 - e) Attend bid opening and prepare bid tabulation.
 - f) Provide bid tabulation and notice of award to CLIENT.
4. Construction Administration Services:
- During the construction phase PEC shall provide construction administration services for the PROJECT, when requested by the CLIENT. The scope of services will be as follows:
- a) Attend and assist in facilitating the preconstruction conference.
 - b) Issue contract documents and review bonds and insurance submitted by the PROJECT awarded contractor.
 - c) Review Contractor's shop drawings and material test certifications for compliance with plans and specifications.
 - d) Make a maximum of two (2) visits to the PROJECT site to determine Contractor's progress and general character of the work, upon written request of CLIENT.
 - e) Consult with the inspector regarding interpretations or clarifications of the plans and specifications.
 - f) Provide decisions in accordance with the contract documents on questions regarding the PROJECT.

- g) Review materials test reports as submitted by the City Inspector.
- h) Prepare Change Orders covering modifications or revisions necessitated by field conditions.
- i) Conduct a final on-site PROJECT review.
- j) Issue Certificate of Substantial Completion when each separate part of the PROJECT has been completed.
- k) Issue Notice of Acceptability when the PROJECT is recommended for final payment by the ENGINEER.

E. Additional Responsibilities of CLIENT

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

- 1. Drawings, studies, reports, and other information available pertaining to the needs of the PROJECT.
- 2. Attend all PROJECT progress meetings.
- 3. Provide access to the PROJECT area property.
- 4. Provide CLIENT utility locates within the PROJECT area.
- 5. Provide peak hour turning movement counts as well as 24 hour static counts for the intersections of Commanche and 1st and Commanche and Central.
- 6. Provide prompt review of the PROJECT plans and specifications. Comments shall be returned within 14 calendar days of the preliminary plan submittal.
- 7. Provide geotechnical investigation and report with recommendations for foundation and pavement design unless included in Scope.
- 8. Easement and right-of-way appraisal and acquisition, if necessary, for construction of the PROJECT.

F. Additional Services

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

- 1. Field Survey Services.
- 2. Civil Engineering Services.
- 3. Production of record drawings, as-builts, or release of electronic files.
- 4. Additional services associated with an expansion of the PROJECT or increase in PROJECT size and construction cost.
- 5. Geotechnical investigations.
- 6. Geographic Information Systems (GIS) data collection and mapping services.
- 7. Additional manual or machine traffic counts of any driveway(s) or adjacent roadway(s).
- 8. Design engineer construction site observations in excess of the number above will be performed on an hourly basis.
- 9. Meetings with local, State, or Federal agencies beyond those specifically identified in the above scope of services.
- 10. Attendance at public meetings beyond those specifically identified in the above scope of services.
- 11. Railroad/Railway Coordination.
- 12. Analysis of existing utility systems.
- 13. Vacuum excavation of existing utilities.

14. Design of "Additional Services or Extra Services" as defined by CASE unless specifically agreed to. Additional services typically consist of site structures, screen walls, shoring, preparation of shop drawings, and review of value engineering and substitutions.
15. Plan revisions, as necessary, to reduce the cost of construction after issue of CD's. (Typically referred to "Value Engineering" or "VE".)
16. Design of retaining walls.
17. Alternate designs not specifically listed in the Scope of Services.
18. Assistance with preparation of United States Army Corps of Engineers (USACE) required permits.
19. Assistance with preparation of Kansas Department of Agriculture (KDA), Division of Water Resources (DWR) required permits.
20. Assistance with preparation of local jurisdiction floodplain fill required permits.
21. Construction Phase Services: Includes Construction Testing and Inspection, Construction Staking related to the project.
22. Utility Relocation/Extension Design: Includes any public utility design not included within the scope of services above.
23. Landscape Architecture Services: Includes landscape design and tree planting.

G. Exclusions

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Additional services not included in the above scope of services.
2. Franchise Utility Design.
3. Railroad/Railway Design.
4. Environmental site assessments.
5. Appraisal and acquisition of easements and right-of-way.
6. Permit and review fees.
7. Code mandated special structural inspections. The CLIENT shall establish and pay for a testing and inspection plan that includes all code mandated special structural inspections to be performed, if required.

H. **PEC's Fees & Reimbursable Expenses**

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will on a lump sum basis in the amount of **\$31,900.00**, plus reimbursable expenses.

Services	Fees
Phase I – Preliminary Engineering: Design	\$ 13,000.00
Phase II - Preliminary Engineering: Design	\$ 6,900.00
Bidding Services	\$ 5,000.00
Construction Administration	\$ 7,000.00
Total	\$ 31,900.00

3. Reimbursable Expenses shall include digital scanning and printing by outside firms, deliveries made by outside services, vehicle mileage or vehicle rental and fuel, vehicle parking and tolls, travel fares (air/land/water), lodging, meals, and review/application/filing/permit fees.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: October 6, 2025
Subject: Approval of Addendum #3 of Consulting Service Agreement for Trail St. Design Phase 2, from the Love's Driveway west of McCaustland Rd. #1, ST 1908
Agenda Item: New Business

Purpose: The purpose of this addendum to the design service agreement is to make compensation to Olsson for the extra work in acquiring right-of-way (R/W) and temporary construction easements (TCE) along with design changes resulting from the R/W and TCE acquisition negotiations.

Recommendation: Approve Addendum #3 of the Consulting Service Agreement with Olsson in the amount of \$42,358.00.

Background: Design of Trail St. is all but finalized. The acquisition of R/W and TCEs has taken longer, and more effort than originally anticipated. Our agent has had more time and meetings than was accounted for in the original scope of services. Once some of the R/W and TCEs were negotiated, redesigning that section of the project had to be done. For some acquisitions, the design team had to work up several different exhibits to help the property owner see how the project would affect their property/business. To keep the acquisition process moving, this work has already been completed.

City Commission Options:

1. Approve Addendum
2. Reject Supplement
3. Table for further discussion

Financial Considerations: Addendum #3 with Olsson is for an amount of \$42,358.00.

Amount \$: \$42,358.00

Fund:

Budgeted Expense Grant Bonds Other

Legal Considerations: The City will modify the existing design contract with Olsson and is bound by the provisions of this contract.

Mission/Values: This project aligns with the City's Core Value of Ongoing Improvements.

Attachments: Addendum #3 to the Consulting Service Agreement.

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services

SCOPE OF SERVICES:
TRAIL STREET – MCCAUSTLAND RD 1 TO LOVES (PHASE II) ADDENDUM 3
Dodge City, Kansas

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES:

This project includes preparation of design documents and project specifications for the design of a five-lane roadway reconstruction and associated storm sewer, sidewalks and infrastructure for Trail Street from just west of McCaustland Rd. 1 east through the Loves Entrance in Dodge City, Kansas. This scope identifies additional design effort requested by City staff that is described below.

SCOPE OF SERVICES

Task I. Extended landowner negotiations beyond typical. The acquisition of Nor-Am, National Beef, Tzep and Loves have taken longer and have been more effort than anticipated.

- a. Loves / Tzep property acquisition work, option agreement and amendment.
- b. Coordination with Loves including phone calls and meetings.
- c. Additional National Beef negotiations beyond a normal negotiation period.
- d. Finalize acquisitions moving forward with National Beef, Tzep, Loves and Kindsvater.

Task II. Kerr property redesign. Kerr requested multiple redesigns of his driveways and property impacts in the ROW negotiations. The first round seems within our scope but the ones after did not.

- a. Redesign driveway in multipole locations.
- b. Update surface model and cross sections.
- c. Update earthwork quantities.
- d. Easement and legals and tract map updates.

Task III. Coordination with Love's site project. Loves plans on purchasing the property to the west of their property and redesigning their drive onto Trail Street. This work will need to be coordinated with our project where the drive ties to Loves along with the storm sewer.

- a. Redesign Loves drive with a truck apron to facilitate large trucks turning right.
- b. Remove RCB extension and Tzep drive from plans and quantities.
- c. Remove the original Loves drive from the plans to tie to the new Loves designed drive.
- d. Redesign storm sewer to tie into trapezoidal channel or Love's designed drainage way.
- e. Coordination with Love's Engineer throughout the design.
- f. Update legals and tract maps for Loves and Kindsvater properties.

Task IV. Trent property sidewalk redesign. The city asked Olsson to redesign the sidewalk, so it is at the back of curb in order to eliminate the need for ROW taking and the disturbance of the row of trees along the existing ROW.

- a. Realign sidewalk to the back of curb.
- b. Update surface model and cross sections.
- c. Update earthwork and associated quantities.

Compensation

Task I – Extended landowner negotiations beyond typical	\$25,100.00
Task II – Kerr Property redesign	\$5,046.00
Task III – Coordination with Love’s Site Project	\$10,493.00
Task IV – Trent Property sidewalk redesign	\$1,719.00

TOTAL **\$\$\$42,358.00**

Assumptions

- 1. No additional travel is required for acquisition work.

Approved By: _____

SCOPE OF SERVICES/ SUMMARY OF COMPENSATION
Trail Street

9/25/2025

Additional Work

- 1 Extended landowner negotiations beyond typical
- 2 Kerr property redesign
- 3 Coordination with Love's site project
- 4 Trent property sidewalk redesign
- 5

	Hours	Rate	Total
Technical Leader	117.5	\$222.00	\$26,085.00
Associate Engineer	74	\$157.00	\$11,618.00
Assistant Engineer	35	\$133.00	\$4,655.00
Associate Technician		\$101.00	
Senior Technician		\$126.00	
	<hr/>		<hr/>
	226.5		\$42,358.00
		Expenses	
		Total	<hr/> <hr/> \$42,358.00

Eliminated Tasks

- 1
- 2
- 3
- 4
- 5
- 6

	Hours	Rate	Total
Project Manager		\$222.00	
Associate Engineer		\$157.00	
Assistant Engineer		\$133.00	
Associate Technician		\$101.00	
Design Tech		\$126.00	
	<hr/>		<hr/>
		Expenses	
		Total	<hr/> <hr/>
		Net Change	\$42,358.00



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Corey Keller, Public Works Director
Date: July 17, 2025
Subject: Approve Quote to Re-Line The Well Casing at Well No. 10
Agenda Item: New Business

Purpose: Approval of a quote to re-line the well casing at Well #10

Recommendation: Approve the quote from Layne Christensen Company, Wichita, Kansas, in the amount of \$43,524.00 for Well No. 10 casing re-lining.

Background: Earlier this year, Well No. 10 was taken out of service due to pumping issues. After removal of the pump and column pipe, a camera inspection of the well casing indicated the need for rehabilitation. The proposed work included well rehabilitation, cleaning and scrubbing the well, and installation of new equipment. Well No. 10 is one of three wells serving the north pressure zone and is critical to meeting the high demand in that area.

During the scrubbing process, further inspection revealed that several sections of the well screen were severely damaged due to the age and corrosion. It was determined that additional scrubbing could cause additional damage to the existing 12-inch casing. To address this, the repair approach was revised to install a new 10-inch stainless steel casing inside the existing 12-inch casing.

This method will stabilize the well, protect against further deterioration, and extend the service life of the well while maintaining safe and reliable production capacity for the north pressure zone.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: Funds are available within the Water Department's Well Rehab budget (\$150,000). Additional funds will be covered by the Water Fund.

Breakdown for Well No. 10:

- Discovery Phase: \$18,066.00
- Rehab & Equipment Replacement: \$90,228.00

- Well Casing Placement \$ 43,524.00
- **Total:** \$151,818.00

Legal Considerations:

None.

Mission/Values:

Approval supports the City's Core Values of *Working Towards Excellence* and *Ongoing Improvement*

Approved for the Agenda by: _____

A handwritten signature in black ink, appearing to be the initials 'EC', is written over a horizontal line.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Corey Keller, Public Works Director
Date: September 30, 2025
Subject: Approve Change Orders No. 24 and 25 of FAA Grant 39/40/42 Airport Terminal Expansion
Agenda Item: New Business

Request for Change Order Approval

Purpose: To seek approval for Change Orders #24 and 25, which will result in an decrease in the existing contract between the City of Dodge City, Icon Structures, and the Federal Aviation Administration (FAA) for the Airport Terminal Expansion and Remodel project. These changes reflect necessary adjustments due to project delays, field conditions, and design modifications required to meet operational needs and safety requirements.

Recommendation: Approve Change Orders No. 24 and 25, related to FAA Grants 39, 40, and 42 for the Airport Terminal Expansion and Remodel project.

Background & Detailed Explanation of Change Orders:

Change Order #24 – Critical Path Impact Actuals

Description: Based on previously submitted change orders and the noted "Schedule Impact" in each of those PCCOs, Icon Structures is requesting 13 additional Calendar Days be added to the contract. Additional scope was added within the various previously approved PCCOs that resulted in the need for these additional days. The 13 Calendar Days will extend the contract time to align with the project's substantial completion date of 6/11/2025. Per PCCO #13, the unit price per day of General Conditions was determined by the total General Conditions amount per month divided by 30, resulting in a price of \$3,702 per Calendar Day.

Cost: \$53,655.60

Funding Eligibility: Eligible for federal funding.

Change Order #25 – DDC Final Adjustments

Description: Miscellaneous changes to finalize actual quantities and scope. Additional concrete and rebar were required due to unforeseen elevation discrepancies.

Cost: \$(53,858.06)

Funding Eligibility: Eligible for federal funding to be determined.

City Commission Options:

1. Approve the change orders and authorize the associated increase in project cost.
2. Disapprove the change orders, potentially delaying the project and risking further costs.
3. Table the decision for further discussion or clarification.

Financial Considerations: Change orders will offset each other resulting in a credit of \$150.16. Bringing the total for construction \$8,335,331.34

Legal Considerations: None

Mission/Values: Approving this agreement aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: None

Approved for the Agenda by:



Corey Keller, Public Works Director



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: October 6, 2025

Subject: Approve Proposal from GeoStabilization International (GSI) to fill the void and complete additional compaction grouting because of the Anaerobic #4 Failure, SS 2101

Agenda Item: New Business

Purpose: Fill the void and perform additional compaction grouting in the failure of Anaerobic #4.

Recommendation: Approve the proposal from GSI, for the repair of existing void and ground improvement in and around Anaerobic and Aerobic #4 in the amount of \$1,880,132.26.

Background: In late July, while leak testing of Anaerobic #4 was taking place a section of Anaerobic #4 failed. This resulted in a wash out of the compacted fill material under Anaerobic #4 and the embankment to the northeast of Anaerobic #4. The City hired Braun Interec to investigate the void and determine the extents of the damage. Braun Interec completed their evaluation of the failure. Braun Interec concluded that one of the factors that led to the failure was probably the trench of the removed gas line. However, they did not say that was the exact cause. The old trench did provide a pathway for water was able to migrate into the trench and then out the embankment providing a path for the water flow. Once the flow started, it became easier for the water to follow the same course, resulting in the washout/failure.

GSI reviewed the geotechnical report from Braun Interec and proposed a plan to fill the void by placing bulk fill in the void, then placing compaction grouting to finalize the filling and compacting of the void. GSI will also be placing grout curtain walls in several locations along the old gas line in both the anaerobic and aerobic #4 cells.

Once the proposal is approved, GSI will need 4 weeks to mobilize, and it is anticipated for this work to take 3 months.

The City will be responsible for payment of this work. This could be added to the SRF loan. Once all costs associated with the failure have been accounted for, City's legal team will file a claim.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations:

Amount: \$1,880,132.26

Fund: Wastewater Treatment Fund

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving this proposal, the City will need to make payments to GSI for the work completed.

Mission/Values: This aligns with the City's Core Value of Ongoing Improvement, Safety, & Working Towards Excellence.

Attachments: GSI Proposal

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services



September 05, 2025 (Updated September 23, 2025)

Mr. Ray Slattery, P.E.
Mr. Tanner Rutschman, P.E.
Engineering Services
City of Dodge City
Dodge City, KS 67801

**SUBJECT: GSI PROPOSAL FOR REPAIR OF EXISTING VOID AND GROUND IMPROVEMENT
WASTEWATER TREATMENT PLANT (WWTP) EXPANSION
ANAEROBIC CELL NO. 4 AND AEROBIC CELL NO. 4 STABILIZATION
CITY OF DODGE CITY, FORD COUNTY KS
GPS COORDINATES: 37.586965°, -100.022144°**

Ray and Tanner:

GeoStabilization International® (GSI) is pleased to offer this updated Proposal for the referenced project. This proposal is exclusively for City of Dodge City, herein known as the "Owner", to consider. We thank you for the opportunity to provide pricing for this work.

***Note:** This proposal was updated based on comments provided by Braun Intertec via email on September 09, 2025. Per the email, seven of the jet grout columns were extended from 30-feet in width to 50-feet in width.*

SITE NOTES AND APPROACH

It is understood that within the last several years, the Owner has undertaken the process to expand the footprint and capacity of the wastewater treatment plant at the coordinates listed above, which included the construction of the subject cells and associated infrastructure. On or around July 4, 2024 during leak testing of the Anaerobic Cell No. 4, a catastrophic failure occurred at the cell concrete liner system at the toe of the north cell wall resulting in an uncontrolled release through the cell wall and embankment to the northeast.

GSI visited the site on August 8, 2024 to evaluate field conditions and to assist the Owner with development of a recommended investigation plan to evaluate the failure and gather information to allow development of a remediation approach. The investigation plan was presented to the Owner on August 12, 2024. Braun Intertec was retained by the Owner to complete the investigation. Braun Intertec recently completed the investigation and findings as summarized in their "Draft Geotechnical Evaluation Report", dated June 6, 2025. Based on these findings, the Owner requested that GSI develop a remediation design to address the findings of Brauns investigation and further develop the general recommendations contained within the Geotechnical Evaluation Report. Over the past several weeks, GSI has developed and presented a 30% conceptual plan set, addressed comments and prepared the 90% Issued for Review Grouting Program plan set on Friday August 29.

The recommendations provided in Braun Intertec's report are summarized below:

- Targeted ground improvement using grouting methods should be used to repair the affected area.
- Grouting techniques should be used to fill and stabilize existing voids in the northeast embankment and to seal preferential seepage paths that had developed in the trench backfill material.

GSI’s SCOPE OF WORK

GSI’s proposed scope includes ground improvement within the northeast embankment of Anaerobic Cell No. 4, the footprint of Anaerobic Cell No. 4, and the footprint of Aerobic Cell No. 4. Ground improvement methods included are the installation of flowable fill, compaction grouting, and jet grouting. Area 1 includes the failure location at the northeast corner of Anaerobic Cell No. 4, and the northeast embankment through the toe of the embankment. Area 2 includes the footprints of Anaerobic Cell No. 4 and Aerobic Cell No. 4.

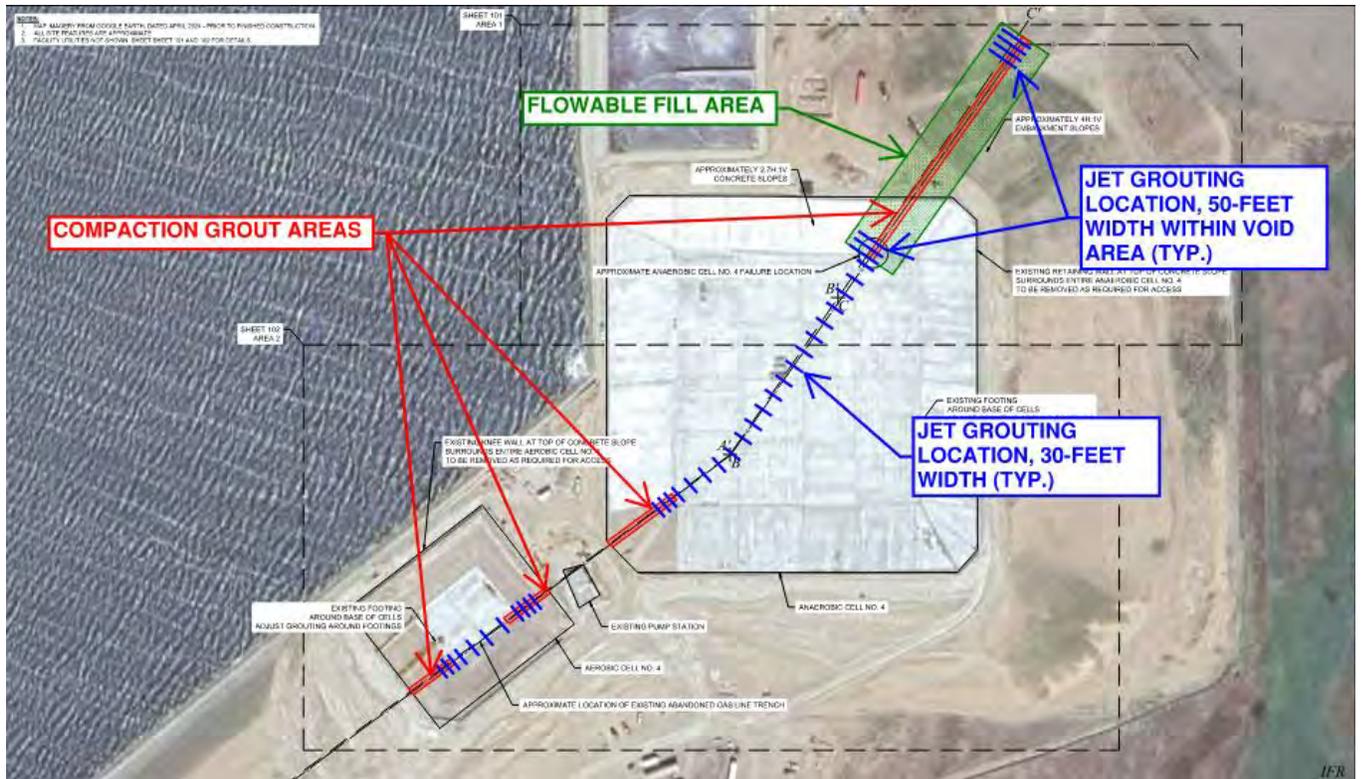


Figure 1 – Ground Improvement Site Plan

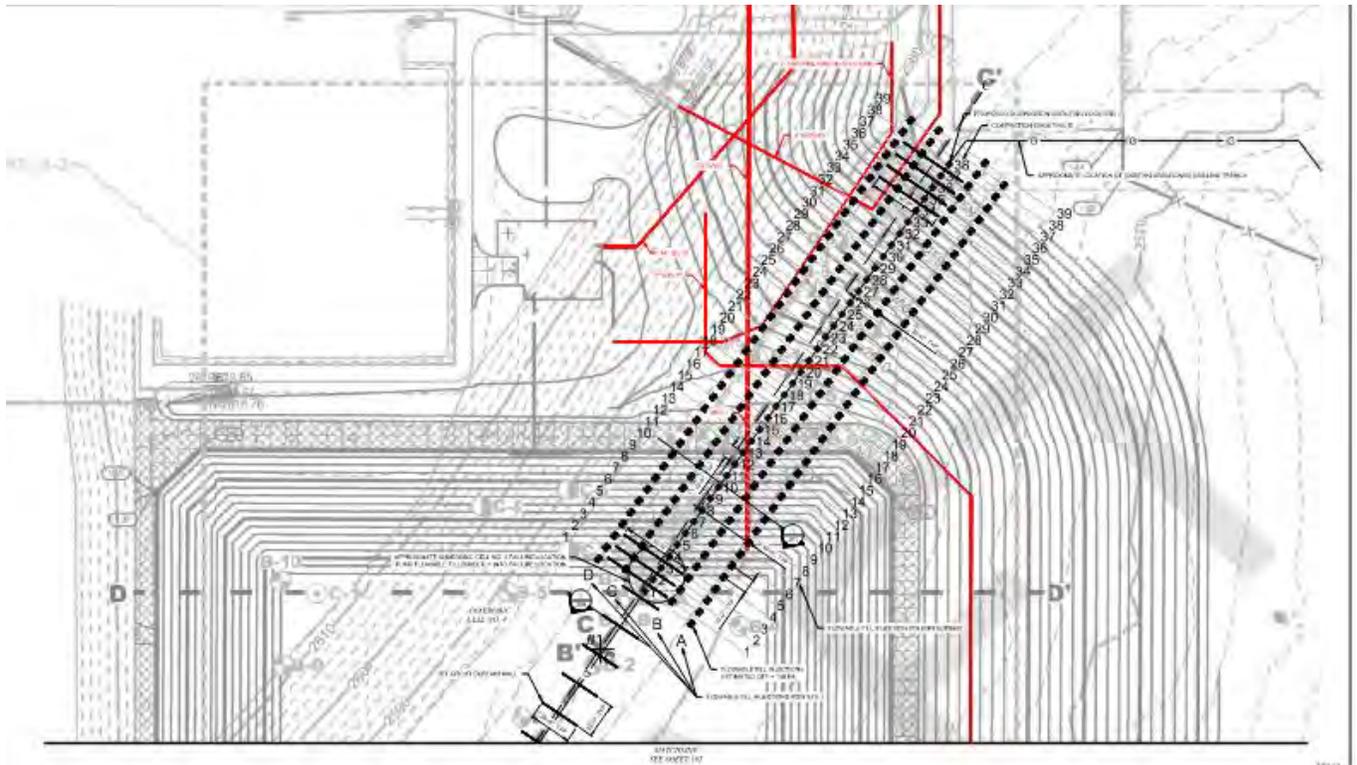


Figure 2 – Area 1 Ground Improvement Plan – Void Filling, Compaction Grouting, and Jet Grout Curtains

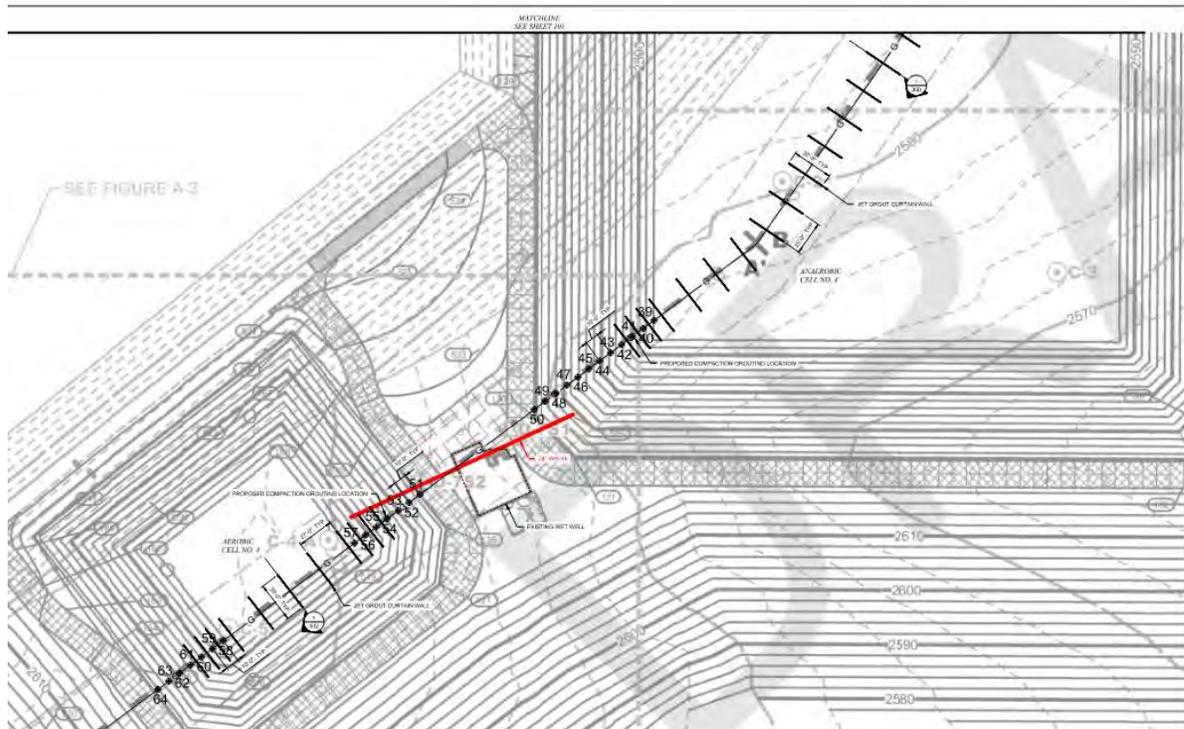


Figure 3 – Area 2 Ground Improvement Plan – Compaction Grouting and Jet Grout Curtains

Flowable Fill

There is a large void beneath the concrete liner of Anaerobic Cell No. 4, and the northeast embankment. The void originally extended through to the toe of the northeast embankment, and has since suspected to be partially collapsed. The exact current condition and extent of the void is unknown, but the grouting program has been developed with performance specifications and construction notes, to allow adjustment of the program based on specific encountered ground conditions during implementation of the plan. Based on the findings of the Braun report, the void is estimated to be 6,000 cubic yards (CY). GSI will fill the void with flowable fill, installed through drilled holes throughout the embankment and cell liner. The flowable fill will be installed from safe ground, offset horizontally from the void area. The cased holes will be installed at an angle toward the void area. The location and inclination of the injection points will be modified as needed in the field to prioritize safety and efficiency during the void filling process.

Compaction Grouting

After the flowable fill is installed into the void area, GSI will implement compaction grouting techniques to further improve the soil conditions, and verify the efficiency of the void filling process. Compaction grouting will be installed within the northeast embankment of Anaerobic Cell No. 4, the footprint of Anaerobic Cell No. 4, and the footprint of Aerobic Cell No. 4.

Compaction grouting improves ground conditions by volumetric displacement. A very viscous (low-mobility), aggregate grout is pumped in stages to displace and densify the surrounding soils. By sequencing the work from primary to secondary locations, this densification process can be performed to achieve significant improvement. The primary purpose of the compaction efforts will be to densify the soil and mitigate the potential for future seepage. The process is illustrated below:

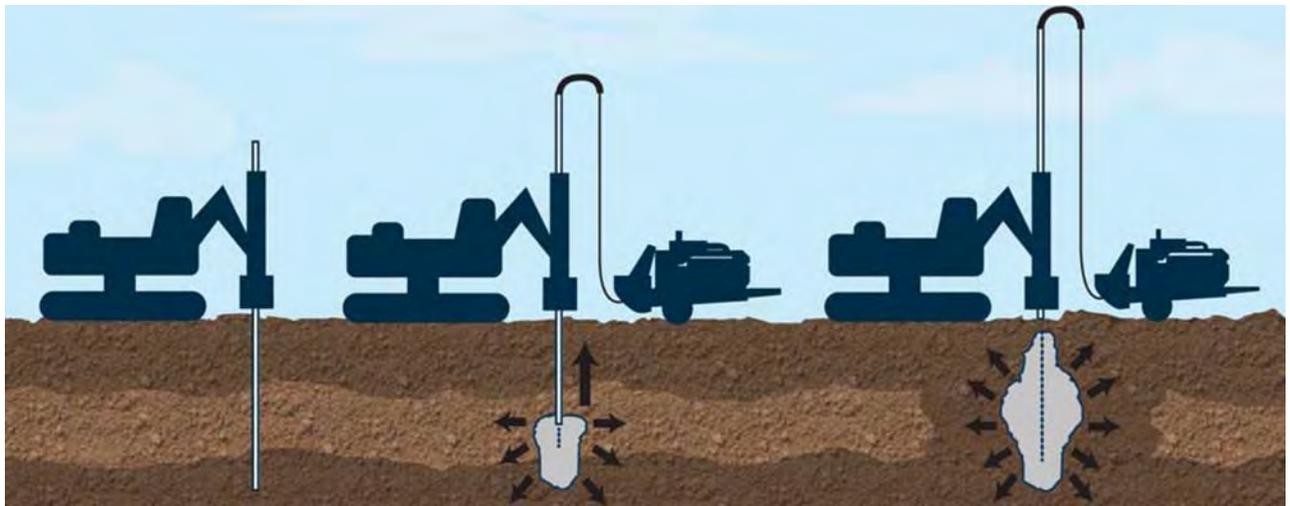


Figure 4 – Compaction Grouting Schematic

Grout will be pumped at each stage until one of the following criteria is met:

1. A minimum gauge pressure specified by GSI's EOR is achieved at the top of the casing
2. Heaving of the embankment or cell liner as specified by GSI's EOR

Once the casing is withdrawn to the next 1-foot stage, the process is repeated until three feet below the ground surface, to prevent ground heaving. The procedure is repeated at each compaction grouting location.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: October 6, 2025
Subject: Approve Proposal from Croell to provide the bulk fill grout for the grouting of the void around Anaerobic #4, SS 2101
Agenda Item: New Business

Purpose: Provide the bulk fill grout to fill the void in the failure of Anaerobic #4.

Recommendation: Approve the proposal from Croell to provide the bulk fill grout for the repair of existing void in and around Anaerobic #4.

Background: GSI worked with Croell to develop the mix design for the bulk fill grout to be used in the grouting the void in and around Anaerobic #4. GSI proposed that the City work directly with Croell regarding the payment of the bulk fill grout. This was suggested by GSI to help reduce the cost of the grouting project.

The City contacted Croell about working with them directly on payment of the grouting material. Croell provided a proposal for the material. Croell also includes the City's annual discount of \$5.00/CY for all materials purchased if paid within 20 days from the invoice date.

GSI has estimated that 6,000 CY of bulk fill material will be required to fill the void. Based on this quantity, I tried to estimate the cost of the fill. I have attached a spreadsheet of my estimation, this should be a worst-case scenario based on the estimated quantity of 6,000CY.

The City will be responsible for payment of this work. This could be added to the SRF loan. Once all costs associated with the failure have been accounted for, City's legal team will file a claim.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations:

Amount: \$TBD

Fund: Wastewater Treatment Fund

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving this proposal, the City will need to make payments to Croell for the grout purchased.

Mission/Values: This aligns with the City's Core Value of Ongoing Improvement, Safety, & Working Towards Excellence.

Attachments: Croell Proposal, City Discount Proposal, and Spreadsheet Estimation

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services



Proposal

Proposal expires on 08/14/2025

Customer #: 108620
Name: City of Dodge City
Address: PO Box 880, Dodge City, KS 67801
Phone: 620-225-8100
EMail: monicaa@dodgecity.org
Contact: Nick Hernandez

Date: 08/14/2025
Quote: CRM259422
Job Name: ANNUAL QUOTE
Job Address:

We hereby submit pricing for:

<u>Product</u>	<u>UM</u>	<u>Discount</u>
Annual Discount - If Paid 20 days from Invoice Date	CY	\$5.00

Submitted

Fuel Surcharge by the Load. Croell Inc. is not responsible for any workmanship issues that may be due to plastic shrinkage (cracking and surface cracking). Please refer to NRMCA CIP #4 on all forms of cracking. NO SMALL LOAD FEE. NO "MULTIPLE DROP FEES".

• **Prices good through 08/14/2025.** Prices are valid only with a returned, signed copy of this proposal. Prices quoted are Monday-Friday 7:00am - 5:00pm delivery times. Raw materials and pricing subject to change due to raw material shortages.

• **If project is tax exempt, please fax or email a tax exemption certificate as soon as possible or pay the applicable sales tax.** If a project requires a purchase order or job number, please fax to 641-394-2218 or email to acctrec@croell.com.

• **Mass Concrete - POR** Additional products or services POR. Optional products are subject to sales tax. Croell, Inc. will not be responsible for failed concrete test results unless tests are performed per ACI and ASTM standards. It will be the contractors responsibility for access to the job site and wash out area. Towing or damage to the truck will be at the expense of the contractor.

Authorized Signature: _____

Acceptance of Proposal

Authorized Signature: _____ Date of Acceptance: _____

Accounts are due in full Net 30 days from invoice date. Late accounts will be charged 18% annually.
Open accounts that are 60 days old will be considered COD until such time they are made current.
Approved credit application needed to open an account.



Proposal

Primary Plant: DODGE CITY (11060)
11257 109 Road
PO Box 1699
Phone: 800-499-8996
Fax: 620-225-1746

Proposal expires on 12/31/2025
Revised on 09/04/25 03:27 PM

Customer #: 108620
Name: City of Dodge City
Address: PO Box 880, Dodge City, KS 67801
Phone: 620-225-8100
EMail: monicaa@dodgecity.org
Contact: Nick Hernandez

Date: 09/02/2025
Quote: CRM259753
PO #: FLOWABLE
Job Name: DODGE CITY WASTE TREATMENT PLANT
Job Address: 11174 Warrior Road, Dodge City, KS, USA
County: FORD
Tax Code: KSFORCO
Est. Yards: 6,000.00

We hereby submit pricing for:

Product

10 1/2 Bag Grout (Flow Fill)

Price UM
\$181.00 CY

Additional Pricing

Recover (Retarder)	\$7.00 CY
Super Plasticizer	\$9.00 CY
Saturday Delivery Charge / Load	\$125.00 LDS
Mileage/Trip Charge	\$3.50 MLS
After Hours Charge	\$15.00 CY

Submitted

Over 500 yards may require a pre lien. Saturday Delivery Charge by the Load. Pricing valid as long as F-Ash is available. Mileage/Trip Charge by the Loaded Mile.

· **Prices good through 12/31/2025.** Prices are valid only with a returned, signed copy of this proposal. Prices quoted are Monday-Friday 7:00am - 5:00pm delivery times. **Raw materials and pricing subject to change due to raw material shortages.**

· **If project is tax exempt, please fax or email a tax exemption certificate as soon as possible or pay the applicable sales tax.** If a project requires a purchase order or job number, please fax to 641-394-2218 or email to acctrec@croell.com.

· **Mass Concrete - POR** Additional products or services POR. Optional products are subject to sales tax. Croell, Inc. will not be responsible for failed concrete test results unless tests are performed per ACI and ASTM standards. It will be the contractors responsibility for access to the job site and wash out area. Towing or damage to the truck will be at the expense of the contractor.

Authorized Signature: _____
Caleb L Ring 641-832-0344

Acceptance of Proposal

Authorized Signature: _____ Date of Acceptance: _____

Accounts are due in full Net 30 days from invoice date. Late accounts will be charged 18% annually.
Open accounts that are 60 days old will be considered COD until such time they are made current.
Approved credit application needed to open an account.

Croell - Flow Fill (Bulk Fill) Anaerobic #4 Quote

ASSUMPTIONS -

Assumed Quantity	6000	CY
Assumed Volume per Truck	8	CY
Distance from Plant	12	Mi
Estimated # of Saturdays Worked	12	
Estimated # of Loads on Saturdays	10	
# of Trucks	750	
# of Loaded Miles	9000	

Croell's Proposed Charges - Revised Quote 9/5/25

Flow Fill Cost \$/CY	Delivery \$/LD MI	City Discount \$/CY	Saturday Delivery \$/Load	After Hours \$/CY	Retarder \$/CY	Plasticizer \$/CY
\$ 181.00	\$ 3.50	\$ 5.00	\$ 125.00	\$ 15.00	\$ 7.00	\$ 9.00

Estimated Cost for Flow Fill (Bulk Fill)

Flow Fill Cost	\$ 1,086,000.00
Delivery Cost	\$ 31,500.00
Saturday Delivery Cost	\$ 15,000.00
Saturday After Hrs. Cost	\$ 1,200.00
Plasticizer Every CY	\$ 54,000.00
City Discount	\$ (30,000.00)

TOTAL BULK

FILL COST \$ 1,157,700.00 *

* Do not believe plasticizer or retarder will be needed for every CY. So this should be considered the worst case scenario.

The compaction grout columns will extend to a maximum treatment depth up to 60 feet per column. As with any geo-hazard mitigation project, the possibility exists that the treatment area may require adjustment based on observed field conditions, and conditions discovered while drilling. GSI will work closely with the owner to coordinate any changes to treatment areas or depths. The general hole spacing on compaction grout columns will be 10-ft spacing for the primary and holes.

Jet Grouting

GSI will also install jet grout columns to serve as cutoff curtains to prevent preferential flow paths through the abandoned gas line trench.

Columns will be installed at approximate 25-foot intervals along the alignment of the abandoned gas line trench, within both Anaerobic Cell No. 4 and Aerobic Cell No. 4. Each curtain will be 30-feet in width, extending perpendicular to the gas line trench alignment, and 20-feet in depth. The curtains within the voided area will be 50-feet in width. GSI will require the existing liner to be sawcut by others to allow the installation of the jet grout curtains.

REQUESTED OWNER AND GC CONTRACT SUPPORT AND PROJECT CONDITIONS

GSI's scope of work includes labor, tools, equipment, and materials to install the ground improvement system. Our assumptions and requested support to be provided by the Owner or the GC are outlined below. The order of tasks will be coordinated by our Superintendent based on site conditions and to determine the most efficient and safe workflow, considering weather at that point in time. The following items are requested to be supplied by the Owner or GC at no additional cost to GSI:

- a) Any and all permits required to complete the work.
- b) Erosion and Sedimentation Controls.
- c) A laydown area will be established for delivery of materials & equipment. This is generally a 100' by 100' area but may be linear along the gas line trench alignment.
- d) Based on discussions with the Owner and considering the large potential volume of void filling flow fill, it is understood that the Owner will secure and purchase the flow fill backfill from a local batch and supply plant. GSI will provide the mix design and the quoted unit prices for this material, as well as taking responsibility for scheduling deliveries to the site.
- e) GSI recommends that Braun Intertec is retained by the Owner to perform quality control testing.
- f) It is assumed that winch support will be required to support GSI's drill at the corners of the cell basins, estimated at approximately 35-40 days of winch support. GC is responsible for winch plan. GSI will receive and review GC winch plan and work under this plan. Drill weight is anticipated to be 30,000 pounds.
- g) Saw cutting of the existing cell liner to facilitate installation of flowable fill, compaction grouting, and jet grouting.
- h) Water – supply of potable water to the remediation locations. Up to 1000 gallons per day per drill. We anticipate two drills and crews to be utilized. Duration for drilling and grouting requiring water is estimated at approximately 80 days.
- i) Assistance with unloading GSI materials when delivered to the site and delivery and placement of equipment and materials into work areas. Provide 10K telehandler or skid steer with operator to support GSI as needed with material handling, equipment and fueling of equipment.
- j) Grout cleanout – washout pit on site for cleanout of grout mixer and Reddy mix trucks. Disposal of excavated grout washout materials.
- k) Sanitary and dumpster facilities – on or near site within reasonable proximity for use by GSI employees.
- l) Final site restoration including seeding of all disturbed areas.

COST AND SCHEDULE ESTIMATE

We understand the Owner’s priority to complete the stabilization with the goal of the facility finally operating at full capacity. To work towards this goal, GSI will work with the Owner to establish the mobilization date and to potentially deliver materials in advance of GSI arrival to allow staging of the materials at the specific work site and to allow for an efficient work start. We estimate the proposed ground improvement to be implemented as outlined in 3 working months, including mobilization and site set-up. Weather may impact duration. Our estimated construction duration is based on a work schedule of Monday through Saturday, 10 hours per day as weather and daylight permits.

GSI proposes to perform the work described herein based on the prices listed below and the conditions attached. The prices included herein are based and expressly conditioned on continuous unobstructed work beginning the day GSI mobilizes to the site. Should the work not proceed as continuous unobstructed work, the price to perform the work may increase. Additional costs may be accrued, as weather delays impact on the project.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	EA	\$ 40,273.21	\$ 40,273.21
Failure Location/Void Area					
2	Flowable Fill Casing Installation	6434	LF	\$ 52.61	\$ 338,492.74
*	Flowable Fill Material Supply	6000	CY	\$ -	\$ -
3	Flowable Fill Placement	6000	CY	\$ 8.77	\$ 52,620.00
4	Compaction Grout Casing Installation	1830	LF	\$ 34.80	\$ 63,684.00
5	Compaction Grout Placement	4617	CF	\$ 60.17	\$ 277,804.89
6	Jet Grouting	12880	LF	\$ 20.44	\$ 263,267.20
Outside Failure Location					
7	Compaction Grout Casing Installation	870	LF	\$ 34.80	\$ 30,276.00
8	Compaction Grout Placement	1566	CF	\$ 60.17	\$ 94,226.22
9	Jet Grouting	35200	LF	\$ 20.44	\$ 719,488.00
Total Price:					\$ 1,880,132.26

***Note:** GSI is excluding the material costs for the flowable fill. Considering overall project costs, this material will be purchased directly by the Owner. The estimated quantity of flowable fill is 6,000 cubic yards. The estimated quantity is based on the estimated square footage of the void from the Braun Intertec report, and an estimated 20-foot width of the void.

GENERAL PROPOSAL CONDITIONS

Reduction of Scope – In the event the Scope of Work defined is reduced impacting Cost Estimate by more than 10% as described in the price estimate table, GSI shall be compensated for its direct and static/operational and/or other costs notwithstanding anything to the contrary due to the reduction in Scope of Work as defined above. GSI shall submit its claim within 30 days after completion of the work.

Mobilization – Project is expected to be completed in a single mobilization unless specifically called out in the proposal. If for any reason work is disrupted and additional mobilization of equipment or crews is required, additional costs for both the mobilization and potentially stranded equipment / material costs will be borne by the client at a price of cost + 20%.

Standby Rate – Although not anticipated, standby time of up to \$1300/hour per crew will be charged for delays beyond GSI's control. This includes delays, interruptions, interference, disruption to GSI's operations due to other construction/site activities, requesting GSI to mobilize to the site before the site is ready, requiring GSI to attend site specific training and/or meetings that were not previously communicated and delay the project sequence, and other contingencies that may arise. Day rate is 10-hours and GSI crews will be allowed access to maintain GSI equipment during standby events.

Payment Terms – Net 30 days from the date of Invoice:

- All invoices are due, in their entirety, upon receipt from GSI. All payments received for GSI's work shall be held in trust for the benefit of GSI. Amounts due and unpaid over thirty days shall accrue interest at the rate of 1.5% per month. Client shall be liable to GSI for all costs of collecting amounts due and unpaid, including, but not limited to, reasonable attorneys' fees and/or legal fees.
- The proposal pricing and scope is offered pursuant to the full and unmodified terms of this proposal. Should the Client not fully accept or modify this proposal, the pricing and/or the scope of work may be subject to modification by GSI.

Offer Validity – This offer expires 30 days from the date transmitted. Due to the current tariff environment, GSI reserves the right to adjust pricing if more than 21 days pass between receiving the signed proposal and the project start date unless otherwise agreed upon in writing.

CLOSING AND ACCEPTANCE

We appreciate the opportunity to provide this approach and proposal and to work with the City of Dodge City on this complex and important project. Please feel free to reach out with any questions on this proposal.

Sincerely,

GEOSTABILIZATION INTERNATIONAL



Chris Ruppen, P.G.
chris.ruppen@gsi.us / 724-272-7532



Nate Dummerth, P.E.
Project Development Engineer
Nate.dummerth@gsi.us / 970-628-6313

Attachments: Appendix 1- Scope Clarifications
Appendix 2 –Terms and Conditions

APPENDIX 1:
SCOPE CLARIFICATIONS

- ✓ **Access** – Shall be provided to GeoStabilization International at all times for /equipment deliveries, and on-site area for material/equipment storage. Client shall obtain any and all right of way, licenses, or easements for GeoStabilization International to perform its work. Furthermore, an adequate **Staging /Laydown** shall be provided by the Client for GeoStabilization International equipment and materials.
- ✓ **Bonds** – The cost of a bond premium is not included in GeoStabilization International's price. If desired by and paid by the Client, GeoStabilization International will furnish a Payment and Performance Bond at a rate of 2% of the total price.
- ✓ **Prevailing wages** are included in GeoStabilization International 's price.
- ✓ **Buy America/American Material Requirements** are not included in GeoStabilization International's price.
- ✓ **Permits** – All permitting requirements to perform the work including, but not limited to, construction permits; hazardous material handling and disposal permits; storm water management permits and dewatering permits; and fugitive dust or other similar permitting requirements are specifically excluded.
- ✓ **Surveying** – Any and all surveying including but not limited to layout survey, as-built survey, and wall tolerances as required is specifically excluded.
- ✓ **Safety** – Design, installation, and maintenance of any fall protection systems at all grade separations including at the top of any earth retention system constructed by GeoStabilization International is specifically excluded.
- ✓ **Traffic Control** – All required pedestrian and vehicle traffic control. GeoStabilization International will require at least one lane of traffic to be closed during GeoStabilization International's work is specifically excluded.
- ✓ **Sanitary Facilities** – Client shall provide on-site facilities within reasonable proximity for the use of GeoStabilization International employees.
- ✓ **Site Security** – Site security during nights, weekends, and holidays shall be provided by others.
- ✓ **Clearing and Grubbing** – All clearing and grubbing of vegetation within the site area shall be provided by others.
- ✓ **Utility Locations** – Client shall ensure that all **utilities** are properly located before GeoStabilization International mobilizes to the site. Specific location (potholing), removal, and/or relocation of all underground and overhead utilities are not included in GeoStabilization International's scope of work.
- ✓ **Construction Water** – A clean (potable) supply of water for construction available on-site or in close proximity to work. GeoStabilization International can provide a water tank to be filled by others if necessary (~1,000 gallons per day).
- ✓ **Hazardous Materials** – GeoStabilization International will immediately stop work per state and federal work and safety requirements if hazardous materials are encountered. GeoStabilization International's downtime or additional mobilization fees due to hazardous materials will be negotiated separately.
- ✓ **Drainage** – Installation and maintenance of drainage measures to direct water away from the top and

bottom of the system for the life of the system, which may be accomplished by grading, swales, sand bagging, etc. If groundwater is encountered the Client will provide dewatering. Client is responsible for all erosion and storm water management permitting, installation, inspection, and removal. Any and all work related to storm water compliance and/or best management practices “BMPs” is excluded from Access Limited's scope of work.

- ✓ **Vibrations** – GeoStabilization International cannot accept any liability for disturbance to existing structures and their inhabitants on or near the site. Client shall indemnify GeoStabilization International against any and all claims for such disturbance and also take precautions as necessary to avoid any such claims. This may include vibration monitoring, excavating trenches around the affected area, etc.
- ✓ **Existing Conditions** – Client agrees to waive any and all liability and damages against GeoStabilization International in anyway related to the underground conditions and/or existing facilities including unmarked and/or incorrectly marked utilities. It is possible that damage may result in heave, settlement, or intrusion of grout and/or construction water and GeoStabilization International cannot accept responsibility/liability for such damage.

Any and all work, including but not limited to design work, is excluded unless specifically included herein.

APPENDIX 2:
TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS

Notwithstanding anything contained in any document to the contrary, the following additional terms and conditions shall apply, control and govern:

- a. Retainage, if any, is to be released to GeoStabilization International within **30** days after the completion of GeoStabilization International's work.
- b. GeoStabilization International will employ open shop labor. In the event that union labor must be used Client shall pay for any additional cost differential.
- c. Client agrees that GeoStabilization International shall not be responsible for liquidated damages, delay damages, or other time related damages for any work that is outside GeoStabilization International's control.
- d. Notwithstanding anything contained in any document to the contrary, in the event the project is delayed, disrupted, terminated and/or the project schedule is extended for any reason not caused by the acts or omissions of GeoStabilization International (or as the proper designation may be for GeoStabilization International), GeoStabilization International subcontractor(s), or those for whom GeoStabilization International, etc. is legally liable, GeoStabilization International reserves and waives no rights to receive compensation to recover all costs including, but not limited to, price escalations and other damages.
- e. This agreement/Proposal is subject to and governed by the law of the state the project is located in under all circumstances, notwithstanding any conflict of law or choice of law statutes or regulations of any kind to the contrary.
- f. The partial or complete invalidity of any provision of this Proposal shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants and conditions of this contract/Proposal, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.
- g. Each party has had the opportunity to review and negotiate this Proposal and no party shall be construed to be the drafter of this Proposal for any purpose including, but not limited to, interpretation of this document.
- h. Any work done pursuant to change orders or otherwise is subject to the terms and conditions contained herein.
- i. Should Client provide GeoStabilization International with verbal/written direction to begin to mobilize, the terms and conditions of this Proposal shall be deemed accepted and apply in full and without limitation.
- j. GeoStabilization International's defense and indemnity obligations, if any, are limited to claims for damages to property or personal injury caused by the negligent acts or omissions of GeoStabilization International or for those whom GeoStabilization International is legally responsible. Client agrees to defend and indemnify GeoStabilization International for claims or damages alleged to have been caused by Client's acts or omissions.
- k. GeoStabilization International retains all ownership rights in its proprietary and/or patented information and no such rights are transferred in any way.
- l. Increased Costs. If, due to either (a) the introduction of or any change in or in the interpretation of any (i) law or regulation, or (ii) any tariff, tax, duty, toll, excise, levy or charge to be paid on a particular class of imports and/or exports, and/or (b) the compliance with any guideline or requirement from any governmental authority that is introduced or the interpretation of which is changed, in each such case after the date hereof, there is any increase in the cost to GeoStabilization International of providing the materials, goods and/or services under this Agreement, then Client shall from time to time, upon demand by GeoStabilization International, immediately pay to GeoStabilization International additional amounts sufficient to compensate GeoStabilization International for such increased cost. GeoStabilization International shall submit to Client a certificate as to the amount of such increased cost and detailing the calculation of such cost, which shall be conclusive and binding for all purposes, absent manifest error.
- m. GeoStabilization International's landslide, slope stabilization, and other geohazard mitigation designs substantially conform to the FHWA design guidance for 'Factor of Safety' calculations.
- n. Should Client terminate this agreement **without cause** within 14 days of the start date as agreed to as defined in this Proposal, a penalty of 10% of the Total Price defined in this Proposal and actual expenses incurred by GeoStabilization International or its affiliates. Should Client terminate this agreement without cause within 7 days of the start date as agreed to as defined in this Proposal, the penalty shall increase to 15% of the Total Price defined in this Proposal and actual expenses incurred by GeoStabilization International or its affiliates.



Memorandum

To: Nick Hernandez, City Manager and City Commission

From: Daniel Cecil, Parks and Recreation Director

Date: October 6, 2025

Subject: Approval of Purchase of Snowplows for Athletic Field Maintenance Department

Agenda Item: New Business

Purpose: To furnish the equipment of the Athletic Field Maintenance (AFM) division with snowplows that allow them to properly keep roadways and parking lots accessible and safe.

Recommendation: Staff recommends the approval of the purchase of two Meyer 8'6" Super V3 snowplows with LED lights and curb guards in the amount of \$21,500, and one Metal Pless Inc. RubberMaxx 15' tractor blade in the amount of \$19,000. All items would be purchased from American Implement, for a total request of \$40,500.

Background: The Athletic Field Maintenance Division is responsible for clearing snow from parking lots and roadways at the old St. Mary's campus, as well as at United Wireless Arena, during inclement weather. Over the last two years, the division has purchased two new ¾-ton trucks that now require plow attachments.

The Meyer Super V3 snowplow has been used successfully in the past by the Parks Department on ¾-ton trucks and has been effective when used during snow events. The Metal Pless RubberMaxx Blade is a tractor-mounted snow blade featuring a rubber edge that swivels both vertically and horizontally. This design allows the blade to flex when encountering curbs or uneven surfaces, such as brick streets or pavers. The plow wings also provide directional control, enabling snow to be pushed to the side as needed.

These plows would be used primarily at the St. Mary's Sports Complex, the YMCA, United Wireless Arena, and other areas as needed. AFM currently has two plows that will be transferred to the Parks Department for their use. Bids for the truck plows were solicited from local vendors. On September 23, 2025, the Park and Recreation Advisory Board recommended the approval of these snowplows. On September 29, 2025, the Community Facilities Advisory Board also recommended the approval of the bids.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: This is a budgeted purchase. \$45,000 is budgeted in the Capital Equipment Program for Snowplows in 2025. Since the two existing snowplows will be transferred to the Parks Department, \$4,300.00 of the new snowplow cost will be paid from that fund, leaving \$36,200.00 to be paid from the sales tax fund.

Amount: \$40,500

Fund: 112 Dept: 52710 Expense Code: 441005
 140 52100 441005

Budgeted Expense Grant Bonds Other

Legal Considerations: There are legal considerations at this time.

Mission/Values: This purchase aligns with the City's goal to make Dodge City the best place to live and work.

Attachments: Meyer Super V3 quote and information.
 Other bids
 Metal Pless RubberMaxx quote and information.

Approved for the Agenda by:



Daniel Cecil, Parks and Recreation Director



JOHN DEERE

Quote Id: 32227536

Prepared For:

CITY OF DODGE CITY

AMERICAN IMPLEMENT



JOHN DEERE

Prepared By: **Killian Justin**

American Implement, Inc.
11311 E. Wyatt Earp
Dodge City, KS 67801

Tel: 620-227-2165

Fax: 620-227-6636

Email: justinkillian@americanimplement.com

Date: 17 January 2025

Offer Expires: 30 September 2025

Confidential



Selling Equipment

Quote Id: 32227536

Customer: CITY OF DODGE CITY

2025 MEYER 8'6" Super V3 Snow Plow w/LED and curb guards				
				Suggested List
				\$ 12,139.33
				Selling Price
				\$ 10,750.00
Hours:	0			
Stock Number:				
Code	Description	Qty	Unit	Extended
1111	Snow Plow	1	\$ 11,764.33	\$ 11,764.33
Other Charges				
	Freight	1	\$ 375.00	\$ 375.00
Other Charges Total				\$ 375.00
Suggested Price				\$ 12,139.33
Customer Discounts				
Customer Discounts Total			\$ -1,389.33	\$ -1,389.33
Total Selling Price				\$ 10,750.00

2025 MEYER 8'6" Super V3 Snow Plow w/LED and curb guards				
				Suggested List
				\$ 12,139.33
				Selling Price
				\$ 10,750.00
Hours:	0			
Stock Number:				
Code	Description	Qty	Unit	Extended
1111	Snow Plow	1	\$ 11,764.33	\$ 11,764.33
Other Charges				
	Freight	1	\$ 375.00	\$ 375.00
Other Charges Total				\$ 375.00
Suggested Price				\$ 12,139.33
Customer Discounts				
Customer Discounts Total			\$ -1,389.33	\$ -1,389.33
Total Selling Price				\$ 10,750.00



a brand of aebl schmidt

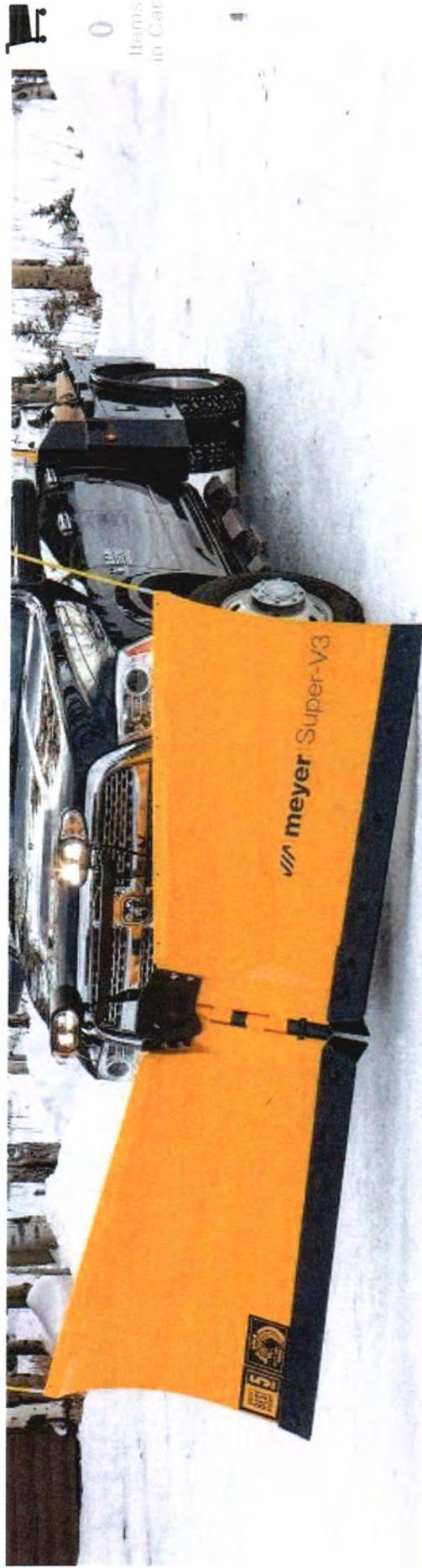
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Part #

- [SNOW PLOWS](#) | [SALT SPREADERS](#) | [PARTS & ACCESSORIES](#) | [CONFIGURE & PURCHASE](#)

Super-V3



0 Items in Cart

Next Level Plowing

The Meyer Super-V3 brings next generation innovation to contractor-grade Vplows. Made for ¾-ton and larger trucks, it's engineered with features designed to move more snow, faster and with more control. With its pistol grip controller and independently controlled wings, you can choose from a V, scoop or straight blade configuration with push-button ease. The Super-V3 gives you safer nighttime plowing with its standard Nite Saber® LED lights and features industry-leading ground clearance for better stacking and less bottoming out. Made of carbon steel, hook it up, and change the way you plow forever.

▼ **PERFORMANCE**

▼ **RELIABILITY**

▼ **EASE OF USE**

▼ **FLEET FRIENDLY
OPERATING SYSTEM**

▼ **SPECIFICATIONS**

▼ **CONFIGURE & PURCHASE**

Performance

V, As In Versatile

The all-new Super-V3 features industry-leading ground clearance that lets you stack snow higher with less chance of bottoming out. Offering unmatched versatility, this plow comes standard with LED lights and Meyer's exclusive one-button pistol grip controller and dual-acting locking cylinders giving you ultimate control, forward and back. The Super-V3 is here to take your capability to the next level.

▼ **READ MORE**

Meyer Super-V3 Plowing Video



Reliability

Engineered For Industry-Leading Reliability

Meyer is dedicated to bringing you products you know you can rely on. That's why Super-V3 plows are engineered and built with our Reliable Over-time Construction (ROC) system. ROC combines ongoing manufacturing improvements with state-of-the-art technology and stringent quality control procedures to deliver a more rugged and reliable product you and your business can count on.



▼ [READ MORE](#)

Ease Of Use

On & Off. Easy & Fast.

Keeping you on the job is Job One at Meyer. We've manufactured the Super-V3 to attach and detach in minutes with a simpler 2-plug electrical attachment. Once the Super-V3 is detached, your vehicle will have an off-the-assembly line appearance. And Meyer's free-standing jack stand allows you to adjust the V3's height on uneven or shifting surfaces, making on/off easy in any condition.



▼ [READ MORE](#)

Fleet Friendly Operating System

The Super-V3 is fleet-friendly thanks to the Meyer Standard Operating System. You can interchange with straight moldboards and controllers in minutes giving you unlimited versatility within your fleet.



Specifications

Get to know the Super-V3 plow.

Quick Facts:

- Type: Bottom-Trip
- Vehicle: 3/4-ton trucks and larger
- Construction: Steel

US/METRIC CONVERT

▼ **8' 6" Super-V3**

▲ **8' 6" Super-V3 LED**

Part #: 53650	Blade Type: Bottom Trip	Moldboard Length: 8' 6"	Moldboard Height: 29-1/2" to 38-1/4"
Moldboard Gauge: 12 ga	Vertical Ribs: 4 per wing	Plow Trip Springs:	Cutting Edge: 1/2" x 6"
Avg Width at Full Angle: 88"	Angling Rams: 1-1/2" x 12"	Weight Complete: 954 lbs	

▼ **8' 6" Super-V3 Stainless Steel**

▼ **8' 6" Super-V3 Stainless Steel LED**

▼ **Ram 8' 6" Super-V3 LED**

▼ **Ram 8' 6" Super-V3 Stainless Steel LED**

▼ **9' 6" Super-V3**

▼ **9' 6" Super-V3 LED**

▼ **9' 6" Super-V3 Stainless Steel**

▼ **9' 6" Super-V3 Stainless Steel LED**

▼ **Ram 9' 6" Super-V3 LED**

▼ **Ram 9' 6" Super-V3 Stainless Steel LED**

BS TRAILER SALES, INC.
1900 E. WYATT EARP BLVD.
DODGE CITY, KS 67801

Quote

Date	Quote #
12/26/2024	9079

Name / Address
CITY OF DODGE CITY P.O. BOX 880 806 N. 2ND AVE. DODGE CITY, KS 67801

Phone #	620-225-4629
www.bstrailersales.com	

Trk 940

Vehicle		Terms	Rep
		Net 30	KRT
Qty	Description	Cost	Total
1	BUYERS SNOWDOGG VXF2 RAPIDLINK LIFT FRAME	3,800.00	3,800.00
1	BUYERS SNOWDOGG VXF2-95 MOLDBOARD ASSEMBLY	3,300.00	3,300.00
1	BUYERS SNOWDOGG MOUNT FOR 2020+ GM 2500/3500	573.00	573.00
1	BUYERS SNOWDOGG HEADLIGHT ADAPTER FOR 2019+ GM 1500, 2020+GM 2500	124.74	124.74
1	BUYERS SNOWDOGG LED LOW PROFILE LIGHT KIT PAIR	825.26	825.26
1	BUYERS SNOWDOGG VX/VXF/VMD SHOE KIT PAIR	275.00	275.00
1	BUYERS SNOWDOGG 11.18 X 6.0 X .500 VXF PASSENGER SIDE CENTER CUTTING EDGE	0.00	0.00
1	BUYERS SNOWDOGG 11.18 X 6.0 X .500 VXF DRIVER SIDE CENTER CUTTING EDGE	0.00	0.00
2	BUYERS SNOWDOGG 46 X 6.0 X .500 CUTTING EDGE	0.00	0.00
12	MOUNT SNOW PLOW AND PLUMB	110.00	1,320.00
EXTRA SET OF CUTTING EDGES (NOT ON ORIGINAL QUOTE):			
1	BUYERS SNOWDOGG 11.18 X 6.0 X .500 VXF PASSENGER SIDE CENTER CUTTING EDGE	88.00	88.00
1	BUYERS SNOWDOGG 11.18 X 6.0 X .500 VXF DRIVER SIDE CENTER CUTTING EDGE	88.00	88.00
2	BUYERS SNOWDOGG 46 X 6.0 X .500 CUTTING EDGE	225.89	451.78
Signature of Approval _____			
THIS QUOTE IS GOOD FOR 30 DAYS. ANY ITEMS PURCHASED/WORK DONE AFTER 30 DAYS IS SUBJECT TO PRICE CHANGE.		Total	\$10,845.78

BS TRAILER SALES, INC.
1900 E. WYATT EARP BLVD.
DODGE CITY, KS 67801

Quote

Date	Quote #
12/26/2024	9078

Name / Address
CITY OF DODGE CITY P.O. BOX 880 806 N. 2ND AVE. DODGE CITY, KS 67801

Phone #	620-225-4629
www.bstrailersales.com	

Trk 932

Vehicle		Terms	Rep
		Net 30	KRT
Qty	Description	Cost	Total
1	BUYERS SNOWDOGG VXF2 RAPIDLINK LIFT FRAME	3,800.00	3,800.00
1	BUYERS SNOWDOGG VXF2-95 MOLDBOARD ASSEMBLY	3,300.00	3,300.00
1	BUYERS SNOWDOGG MOUNT FOR 2020+ GM 2500/3500	573.00	573.00
1	BUYERS SNOWDOGG HEADLIGHT ADAPTER FOR 2019+ GM 1500, 2020+GM 2500	124.74	124.74
1	BUYERS SNOWDOGG LED LOW PROFILE LIGHT KIT PAIR	825.26	825.26
1	BUYERS SNOWDOGG VX/VXF/VMD SHOE KIT PAIR	275.00	275.00
1	BUYERS SNOWDOGG 11.18 X 6.0 X .500 VXF PASSENGER SIDE CENTER CUTTING EDGE	0.00	0.00
1	BUYERS SNOWDOGG 11.18 X 6.0 X .500 VXF DRIVER SIDE CENTER CUTTING EDGE	0.00	0.00
2	BUYERS SNOWDOGG 46 X 6.0 X .500 CUTTING EDGE	0.00	0.00
12	MOUNT SNOW PLOW AND PLUMB	110.00	1,320.00
EXTRA SET OF CUTTING EDGES (NOT ON ORIGINAL QUOTE):			
1	BUYERS SNOWDOGG 11.18 X 6.0 X .500 VXF PASSENGER SIDE CENTER CUTTING EDGE	88.00	88.00
1	BUYERS SNOWDOGG 11.18 X 6.0 X .500 VXF DRIVER SIDE CENTER CUTTING EDGE	88.00	88.00
2	BUYERS SNOWDOGG 46 X 6.0 X .500 CUTTING EDGE	225.89	451.78
1	2" LEVELING KIT	200.00	200.00
4	INSTALL LEVELING KIT	110.00	440.00
Signature of Approval _____			

THIS QUOTE IS GOOD FOR 30 DAYS. ANY ITEMS PURCHASED/WORK DONE AFTER 30 DAYS IS SUBJECT TO PRICE CHANGE.	Total	\$11,485.78
--	--------------	--------------------

Prepared For CITY OF DODGE CITY
 806 2ND AVE
 DODGE CITY, KS 67801
 Work Phone: +US (620) 2258100

Prepared By Morgan Koehn
 11311 E. Wyatt Earp
 Dodge City, KS 67801
 Phone: 6206400716
 Mobile Phone: 6206400716
 mkoehn@americanimplement.com

Quote ID 1091285
Created On 25-Aug-2025
Expiration Date 05-Sep-2025

Customer Notes

Price does not include hydraulic hoses from loader to the plow. Shipping is 2-3 Weeks. Rubber Bottom.

Quote Summary

Equipment Summary	Suggested List	Selling Price	Qty in Group	Extended
Metal Pless Inc. RubberMaxx 15" Blade	19,000.00	19,000.00		19,000.00
Equipment Total				\$19,000.00
Quote Summary				
Total Selling Price				\$19,000.00
Sub-total Inc. Tax				\$19,000.00
Balance Due				\$19,000.00

* Tax exempt fee

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id 1091285
 Customer CITY OF DODGE CITY

Metal Pless Inc. RubberMaxx 15" Blade

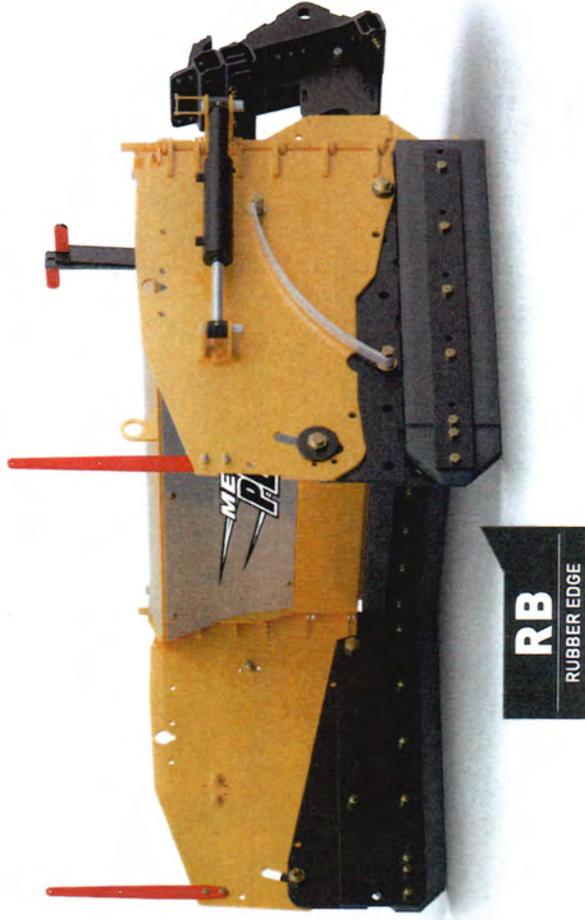
Equipment Notes	---	Suggested List
Hours	---	\$19,000.00
Serial Number	---	Selling Price
Stock Number	---	\$19,000.00
PUK Parent Serial #		

Base and Options		Unit Selling Price	\$19,000.00
1	Metal Pless Inc. RubberMaxx 15" Blade	1	18,500.00
	Rubbermaxx Style ReverseMaxx	1	0.00
	Reverse Attach	1	0.00
	DVDE2 Walvoil Rocker Switch 12V 24GPM	1	0.00
	Alo Quick Attach	1	0.00

Other Charges		Unit Selling Price	\$500.00
	Setup Labor		500.00
Selling Price Subtotal			\$19,000.00
	Fees		\$0.00
Total Selling Price			\$19,000.00

RUBBERMAXX

Snowplow with rubber cutting edge. It can be installed with or without angulation. The **RUBBERMAXX** can be installed on agricultural loader "arms", skid steers, backhoes or on the front of a tractor with a Universal Subframe exclusive to Metal Pless.



Model	Available Edges	Blade Dimensions			Application	Approx. Weight
		Box	Height	Extended		
RBX 0626-11	RB	6'	26"	11'	40-60 HP	900 lb
RBX 0730-13	RB	7'	30"	13'	50-80 HP	1 350 lb
RBX 0736-14	RB	7'	36"	14'	60-90 HP	1 450 lb
RBX 0836-15	RB	8'	36"	15'	90-125 HP	1 550 lb

Specs, models and/or model numbers are subject to change.

Possible configurations:

- Without angulation (**REVERSE MAXX**) includes DVDE2, 12 volts, 13 GPM.
- With angulation (**PLOW MAXX**) includes DVDE3, 12 volts, 13 GPM.
- With angulation and subframe (**AGRI MAXX**).

Included:

- Angle and wing hydraulic systems (*This feature is only available on certain models)
- Electric over hydraulic valves (*This feature is only available on certain models)

Blade Positions



Options (Not included):

- Quick coupler
- Nitrogen accumulator package installed on the lift cylinder (AAC) (AgriMaxx)

- Non standard color (NSC1)
- 3 point hitch attachment (A3P)

The width of the blade does not determine the real dimension of the product. Pictures shown might have some options.

WHY SWITCH TO RUBBERMAXX?

#1 Non-Abrasive

Gentle on delicate surfaces like pavers and stamped concrete.

#2 Robust

The rubber compound has a high degree of hardness and is made exclusively for Metal Pless.

#3 Lasting

Lasts longer than Teflon. The rubber edge is flexible for increased life wear.

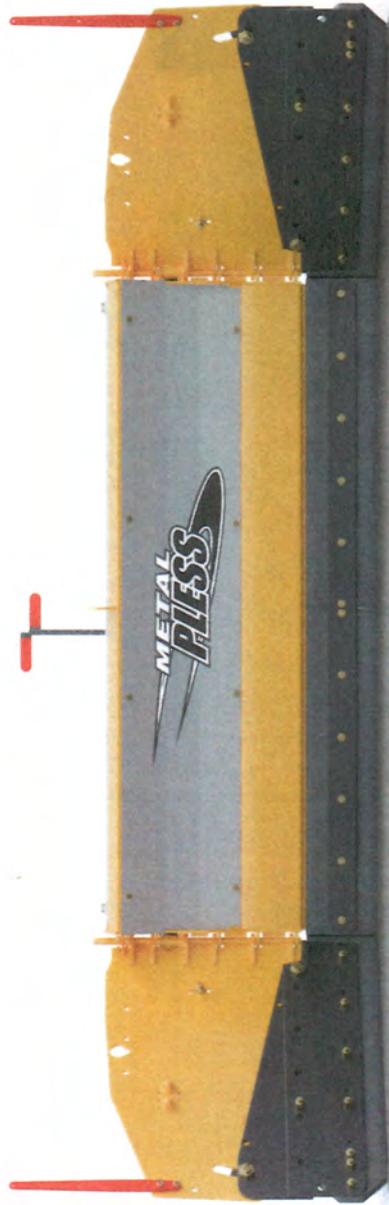
#4 Versatility

All the features of a **PLOWMAXX** or **AGRI-MAXX**.

EXPERT OPINION

"A MUST FOR DELICATE SURFACES. THE RUBBER EDGE WILL NOT DAMAGE PAVERS OR STAMPED CONCRETE.

THE RUBBERMAXX IS EQUIPPED WITH A HARD, LONG-LASTING RUBBER COMPOUND THAT WILL LAST MANY SEASONS, WHILE AT THE SAME TIME WILL CLEAN RIGHT DOWN TO THE SURFACE."

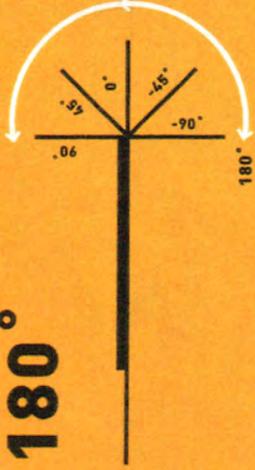


REQUEST
QUOTE

Not included:

- Hydraulic hoses and connectors from the blade to the vehicle

180°



HYDRAULIC WINGS

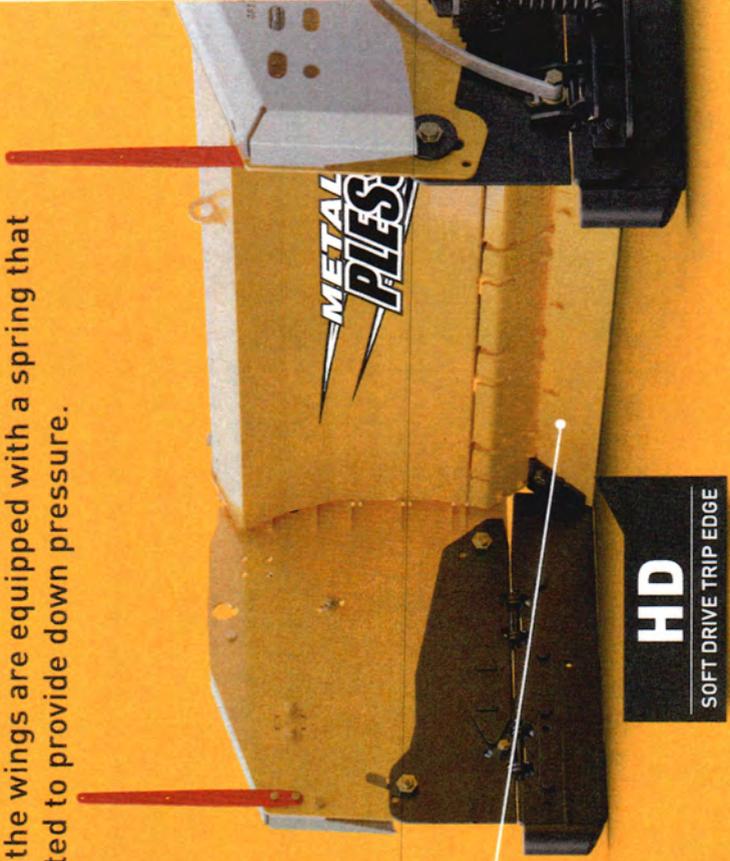
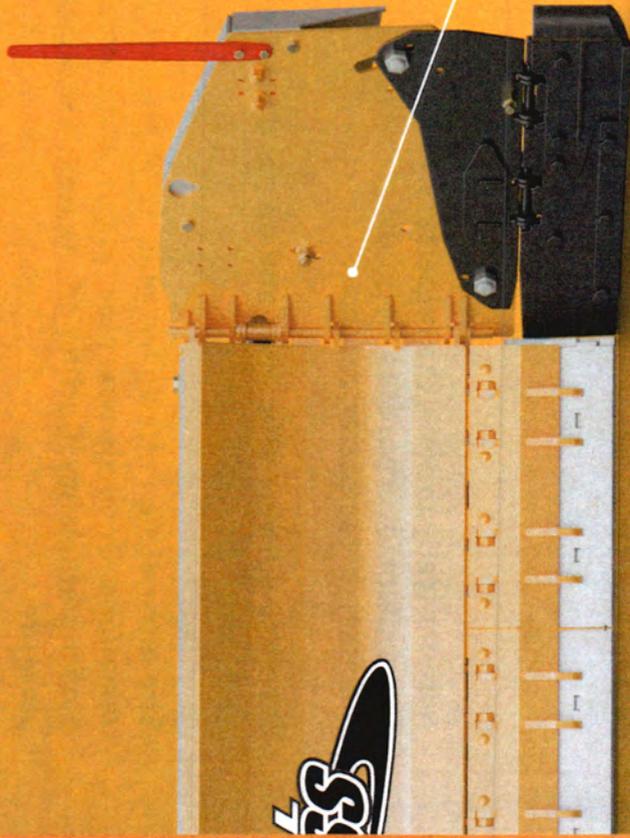
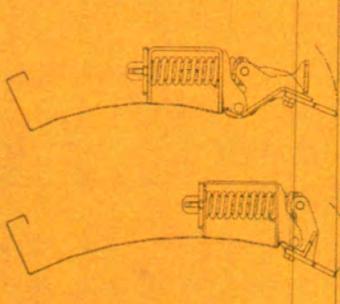
Our wings are constructed with CHT400 steel, making them the strongest in the industry. We use cylinders to move the wings, instead of actuators (hydraulic motors), offering superior holding strength. The leverage is increased by having two cylinders per wing. Additionally, the wings are equipped with a spring that can be adjusted to provide down pressure.

SOFT DRIVE TRIP EDGE

Unique Soft Drive Trip Edge design allows the individual sections to trip backward without the blade being lifted upward, greatly reducing the impact.

STD

HD



HD

SOFT DRIVE TRIP EDGE



Curb runner

LATERAL & VERTICAL FLOAT

Automatically follows the imperfections of the pavement. Our system incorporates an adjustable oscillating mechanism for better control.

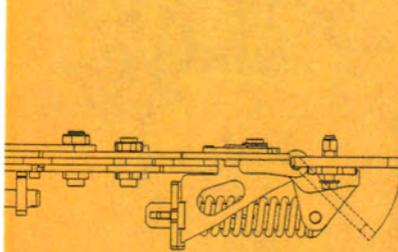
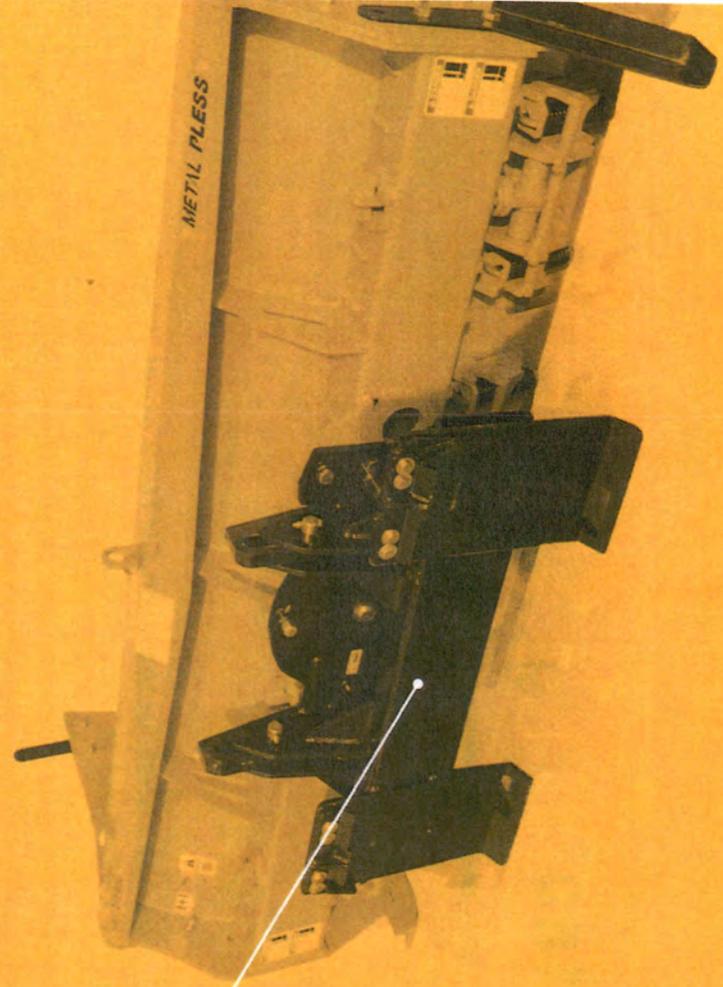
Increase plowing efficiency and no need to go over the same area multiple times.

Slip hitch design allows the plow to follow surface variations. Reduces operator fatigue and increases plowing efficiency. Cutting edges wear evenly and prolong plow life.

TRIP EDGE ON THE WINGS

Available on HD and LIVE EDGE models. The bottom part of the wing can trip if an obstacle is struck.

The cutting edge can trip without creating an impact on the motorized vehicle. Safer for the operator and reduces damage to equipment!



LIVE EDGE

PATENTED TECHNOLOGY

METAL PLESS
LIVE EDGE
Technology

LE
LIVE EDGE

**FOLLOWS
AND CONTOURS
the imperfections
of roadways**

METAL PLESS “LIVE EDGE” technology.

Our cutting-edge technology allows our snowplow to adapt to effortlessly road and lot imperfections, ensuring complete surface contact for optimal cleaning.

This innovation accelerates surface clearing and enhances safety on roads and parking lots while significantly reducing the need for salt and abrasives.

“LIVE EDGE” sets a new standard in advanced snowplow technology.

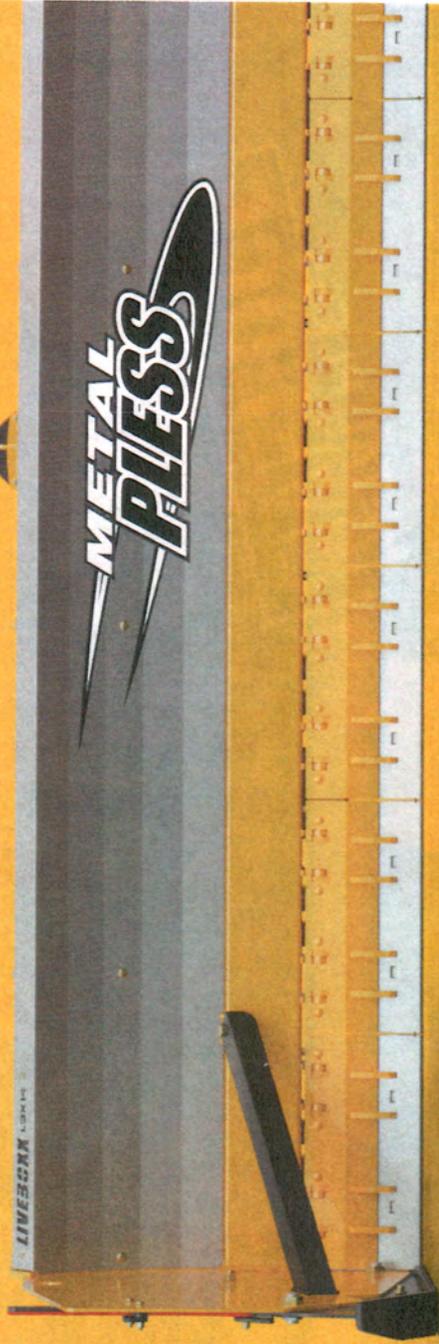
MIX AND MATCH YOUR EQUIPMENT WITH OUR NON STANDARD COLORS

The powder coat process will help keep your plow looking great for years!

Equipment looks cleaner and keeps its resale value! Reduces maintenance.



I



IT'S ALL ABOUT THE EDGE



Standard trip edge allows cutting edge to trip back.



Rubber edges are flexible, tough, and quiet, and at same time less likely to damage delicate surfaces.



A floating soft drive steel trip edge with carbide inserts for longer wear life, that contours the unevenness of the ground for a cleaner result.



Individual floating rubber edge contouring the unevenness of the ground for a cleaner result while protecting delicate surfaces.



Unique Soft Drive trip edge design allows the individual sections to trip backward without the blade being lifted upward, greatly reducing the impact.



Inter-acting LIVE EDGE for hydraulic side wings. The serpentine-like movement allows the cutting edge to follow the surface being cleaned without risk of damaging the cutting edges or the area it is riding on.

1683, boulevard des Sucreries
Plessisville (QC) G6L 1W4
Canada

Follow us!



☎ 1 819 362.2221
☎ 1 866 362.1688
metalpless.com



Memorandum

To: Nick Hernandez, City Manager and City Commission
From: Daniel Cecil, Parks and Recreation Director
Date: October 6, 2025
Subject: Approval of Bid for the Legends Building Painting Project
Agenda Item: New Business

Purpose: To update the appearance and aesthetics of the buildings and the complex for future tournaments and use.

Recommendation: Staff recommends the approval of the bid from Cox Painting Inc. in the amount of \$33,360.00 for the painting of all buildings at Legends Ballpark.

Background: Legends Ballpark requires continued painting to maintain a clean, updated appearance for the many baseball and softball games hosted at the complex each year. On August 15, 2025, a Request for Proposals was issued for repainting the entry building, concessions building, restroom building, and all four press boxes. The project also includes painting eight handrails and replacing caulking around the base of each structure as needed.

On September 19, 2025, staff received one bid from Cox Painting to perform the requested services. The contractor recommended using Sherwin Williams Exterior Super Paint, an acrylic latex paint known for its resistance to fading, peeling, and mildew. Cox Painting confirmed that all requirements would be met including two coats of paint and the project would be completed by the end of January 2026, prior to the start of the Dodge City Community College softball season.

On September 23, 2025, the Parks and Recreation Advisory Board reviewed and recommended approval of the bid from Cox Painting. On September 29, 2025, the Community Facilities Advisory Board also recommended approval of the bid.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: This is a budgeted project. There is \$100,000 in the Capital Improvement Program for these upgrades in 2025.

Amount: \$33,360.00

Fund: 112 Dept: 52710 Expense Code: 441010

Budgeted Expense Grant Bonds Other

Legal Considerations: There are no legal considerations at this time.

Mission/Values: This project aligns with the City's mission to be the best place possible to live and work.

Attachments: Cox Painting Bid
Legends Images

Approved for the Agenda by:

A handwritten signature in cursive script, appearing to read "Daniel Cecil".

Daniel Cecil, Parks and Recreation Director

Cox Painting Inc.

P.O. Box 107
Wright, KS 67882

620-338-3040 E-mail: dcoxpainting@gmail.com

Proposal

Date	Proposal #
9/18/2025	5665

Name / Address
City of Dodge City 100 Chaffin Road. Dodge City, Ks. 67801 Att: Ryan Reid

Description	Total
<p>Exterior Buildings at Legends Park- Power wash, prepare, prime, and paint finish coats to two(2) center buildings, four(4) press boxes, and ticket entrance bldg. including: square block body, fourteen(14) metal doors and jams, window trim, all Steele beams, six(6) block pillars, three pillar walls at entrance, twenty(20) gutter down spouts, and field numbers 1 2 3 4 to be repainted. TWO colors to be determined.</p> <p>Prepare and paint two(2) coats to eight(8) ball field entrance railings with black oil based Industrial Enamel.</p> <p>Self Leveling Primer to be used as needed at base of buildings</p> <p>This job will require chemically friendly oxidation removal with pressure washing to ensure adhesion, careful preparation on bldgs including concrete and soffit protection before using spray equipment and brush and roller work.</p> <p>I recommend SW Pro Industrial Direct-to-Metal(DTM) (Satin) for all metal doors and Steele beams. I recommend SW Super Paint (satin) over Loxon because Loxon will most definitely fade faster and is not really needed on this particular job. Zinsser 123 is my recommendation for Primer</p> <p>References: Lynne Johnson- Boothill Museum 620-855-0043- Detail and restoration painting to Front Street and Hardesty House</p>	33,360.00

Total

PAYMENT TO BE MADE UPON COMPLETION

Cox Painting Inc.

P.O. Box 107
Wright, KS 67882

Proposal

Date	Proposal #
9/18/2025	5665

620-338-3040 E-mail: dcoxpainting@gmail.com

Name / Address
City of Dodge City 100 Chaffin Road. Dodge City, Ks. 67801 Att: Ryan Reid

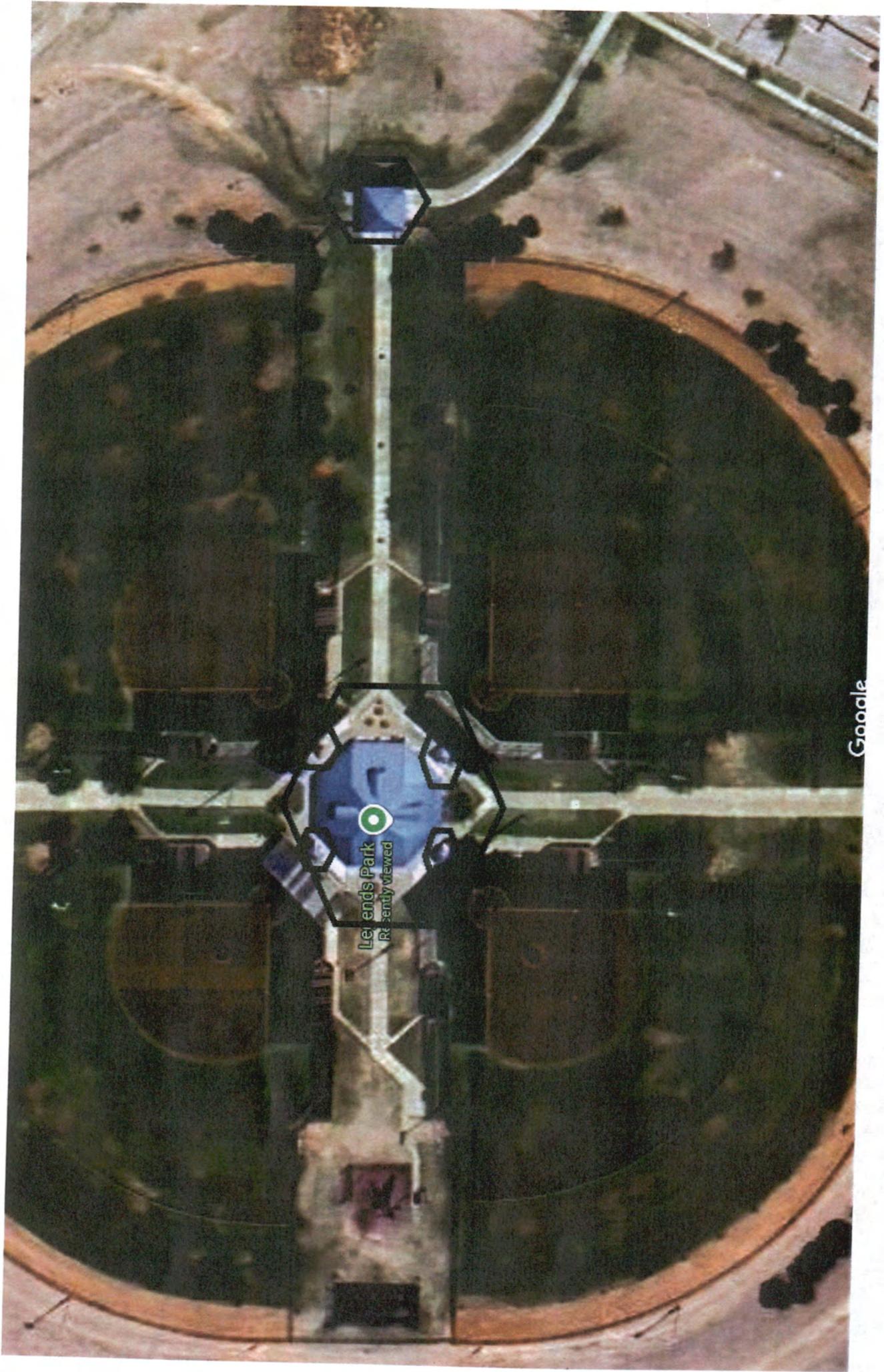
Description	Total
<p>Leon Lee- L R Lee Contracting 620-430-0557- Bomgaars remodel interior and exterior painting</p> <p>Mike Schriener- Boothill Casino 620-430-3265 -Parking Lot Maintenance</p> <p>Kim Cunningham- Best Westerns 620-225-2294- swimming pools repaired and painted</p> <p>Projected start date 10/27/25 completion 1/30/26 weather permitting. 35 degrees and rising</p> <p>City of Dodge City has all current and up to date insurances on file</p> <p>Cox Painting Inc. warranties all workmanship and paints for 5 years from completion</p> <p style="text-align: center;">Materials, Labor, and Equipment</p>	

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Total	\$33,360.00
--------------	--------------------

PAYMENT TO BE MADE UPON COMPLETION





Legends Park
Recently viewed

Google

Legends Park

LOGO
STANDARDS

CREATIVE GROUP



©2023 | 105 N. Broadway | Billings, MT 59101 | 406.248.7117

COLOR PALETTE





Memorandum

To: Nick Hernandez, City Manager and City Commission

From: Daniel Cecil, Parks and Recreation Director

Date: October 6, 2025

Subject: Approval of the Purchase of two trucks for the Athletic Field Maintenance Department

Agenda Item: New Business

Purpose: To ensure the Athletic Field Maintenance (AFM) department has reliable transportation around Dodge City, keeping them functional and able to achieve their goals.

Recommendation: Staff recommends the approval of two bids from Lewis Chevrolet for one Chevrolet Silverado 1500 pickup in the amount of \$47,562.00 and one Chevrolet Silverado 3500 flatbed pickup in the amount of \$63,595.00. Total request for these purchases is \$111,157.00.

Background: The Athletic Field Maintenance (AFM) Department is in need of a new ½-ton pickup and a new one-ton pickup to support their daily operations. In May 2025, bids were accepted for the replacement of these vehicles. Two bids were received for the ½-ton truck and one bid for the one-ton truck. Lewis Chevrolet submitted the low bid for both vehicles.

The current ½-ton truck, a 2005 GMC, will be reassigned to the Parks Department for use by seasonal staff. The engine in the existing one-ton truck failed in January 2025, and the vehicle will be sold at auction.

The replacement 2026 ½-ton truck will be a four-door, 4WD with a seven-foot bed, allowing staff to efficiently transport crew members and equipment to job sites. This truck is one of eight that was part of the same bid package to upgrade multiple vehicles in the fleet at once. The 2026 one-ton truck will be equipped with a dump bed that will be installed locally by BS Trailers in Dodge City.

On July 8, 2025, the Parks and Recreation Advisory Board voted to recommend approval of these purchases. On September 29, 2025, the Community Facilities Advisory Board recommended the approval of these bids.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: This is a budgeted expense in the 2025 Capital Equipment Program with \$115,00.00 being budgeted for the purchases.

Amount: \$111,157.00

Fund:112

Dept: 52710

Expense Code: 441009

Budgeted Expense Grant Bonds Other

Legal Considerations: There are no legal considerations at this time.

Mission/Values: This purchase aligns with the City's goal to make Dodge City the best place possible to live and work.

Attachments: ½-ton truck bids
One ton truck bids

Approved for the Agenda by:



Daniel Cecil, Parks and Recreation Director



5-22-25

This is my bid for 8 New 2026 Ram 1500 Crew Cab 4x4 models with the 6ft 4in Pick-Up Box. Please let me know if you have any questions or if you need anything else.

Thank You

David Lomas
Internet Sales Manager
Lopp Motors

Total Bid Price = \$396,888⁰⁰

LOPP MOTORS INC
305 NORTH 2ND STREET
DODGE CITY, KS 678015408

Configuration Preview

Date Printed: 2025-05-22 6:35 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 8
Status: BA - Pending order
FAN 1: 51557 City of Dodge City
FAN 2:
Client Code:
Bid Number: TB5065
PO Number: RYAN

Sold to:
LOPP MOTORS INC (65415)
305 NORTH 2ND STREET
DODGE CITY, KS 678015408

Ship to:
LOPP MOTORS INC (65415)
305 NORTH 2ND STREET
DODGE CITY, KS 678015408

Vehicle: 2026 / 2025 1500 BIGHORN/LONESTAR CREW 4X4 (153.5 in WB 6 ft 4 in Box) (DT6H91)

	Sales Code	Description	MSRP(USD)
Model:	DT6H91	1500 BIGHORN/LONESTAR CREW 4X4 (153.5 in WB 6 ft 4 in Box)	54,675
Package:	21Z	Customer Preferred Package 21Z	0
	EFH	3.0L I6 Hurricane SO Twin Turbo ESS → 420 Horsepower	0
	DFR	8-Spd Auto 8HP75 Trans	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*E1	Cloth Bench Seat	0
Options:	-X9	Black	0
	MAF	Fleet Purchase Incentive	0
	ADB	Protection Group	395
	XHC	Trailer Brake Control	295
	MDA	Front License Plate Bracket	0
	DSA	Anti-Spin Differential Rear Axle	495
	CLF	Mopar Front & Rear Rubber Floor Mats	215
	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	163	Zone 63-Dallas	0
	4EA	Sold Vehicle	0
	Non Equipment:	4FA	Special Bid-Ineligible For Incentive
Bid Number:	TB5065	Government Incentives	0
Discounts:	YGE	5 Additional Gallons of Gas	0
Destination Fees:			1,995

→ 420 Horsepower
429 Torque
Estimated 17 City mpg
24 hwy mpg

Total Price: 58,070.

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address: USA

PSP Month/Week:
Build Priority: 99

Bid Price \$49,611 Per Unit
8 Units x 8
Total Bid Price \$396,888⁰⁰

Instructions:
Warranty = 3 Year or 36,000 Basic Limited Warranty
5 Year or 100,000 mile Powertrain Warranty

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Lewis Chevrolet of Dodge City



900 South 2nd Avenue • Dodge City, KS 67801 Telephone: (620) 227-8691 • Fax: (620) 227-5028

Lewis Toyota of Dodge City • Lewis Chevrolet-Cadillac-Nissan of Garden City • Lewis Ford-Lincoln of Hays
Lewis Toyota-Chrysler-Dodge-Jeep of Hays • Lewis Ford-Lincoln of Dodge City

These trucks will 2026 models.
The spec's are 2025 but the 2026 models
Will be the same spec's.
Please call me with any questions.

Thank you

Gaylon Robinson

A handwritten signature in black ink, appearing to read "Gaylon Robinson", written over a horizontal line.

Fleet Manager
Lewis Chevrolet
620-338-1984

To: Purchasing Agent
City of Dodge City
P.O. Box 880
806 Second Avenue
Dodge City, KS 67801-0880

PROPOSAL

The undersigned hereby proposes to furnish eight (8) new, 2025/26 model, ½ ton truck ,with a v8, 4wd, meeting or exceeding the minimum specifications. In addition to the information required below, detailed specifications are also attached. Items or equipment not complying with the minimum specifications are noted with an explanation as to why this item is proposed instead of that required by the specifications.

Estimated Deliver Time after receipt of Order: 90-120 days Approx

Manufacturer and Model No.:

Cab and Chassis: 2026 Chevrolet 1500 crew cab

Dump Bed: NA

Hoist: NA

Length of Warranties

Cab and Frame: 3yr 36000 miles Bumper to Bumper

Engine and Power-Train: 5yr 100,000 miles Power Train

Flat Bed: NA

Hoist: NA

Engine Specifications Proposed

Displacement: 5.3 cu. in./liter

Net Horsepower 355

Net Torque: 283

Cooling System: _____

Rear end ratio: 3:23 /G.V.W.R.

Suspension

Front Axle: _____ lb.; Front Springs: _____ lb.

Rear Axle: _____ lb.; Rear Springs: _____ lb.

Overload: _____ lb. each side

Are all gauges supplied? yes no

Is color sample attached? yes no

PRICE BID, FOB Dodge City

Eight (8) ½ Ton Four doors 4x4 trucks for Parks

Each \$ 47562⁰⁰

GRAND TOTAL BID

\$ 380496⁰⁰

Firm: Lewis Chevrolet

By: Gaylon Robinson

Position: Fleet Manager

Signature: [Signature]

Email: _____

Address: 900 S. Second

Dodge City Ks

Phone: 620-227-8691

Fax: _____

Date: 5-23-25

Bid Deadline: May 23rd, 10:00 a.m

Lewis Chevrolet of Dodge City



900 South 2nd Avenue • Dodge City, KS 67801 Telephone: (620) 227-8691 • Fax: (620) 227-5028

Lewis Toyota of Dodge City • Lewis Chevrolet-Cadillac-Nissan of Garden City • Lewis Ford-Lincoln of Hays
Lewis Toyota-Chrysler-Dodge-Jeep of Hays • Lewis Ford-Lincoln of Dodge City

These trucks will 2026 models.
The spec's are 2025 but the 2026 models
Will be the same spec's.
Please call me with any questions.

AFM

Thank you

Gaylon Robinson

A handwritten signature in black ink, appearing to read "Gaylon Robinson".

Fleet Manager
Lewis Chevrolet
620-338-1984

To: Purchasing Agent
City of Dodge City
P.O. Box 880
806 Second Avenue
Dodge City, KS 67801-0880

PROPOSAL

The undersigned hereby proposes to furnish one new, 2025/26 model, one-ton truck, with a flat bed, 4wd, meeting or exceeding the minimum specifications. In addition to the information required below, detailed specifications are also attached. Items or equipment not complying with the minimum specifications are noted with an explanation as to why this item is proposed instead of that required by the specifications.

Estimated Deliver Time after receipt of Order: Approx 90-120 days

Manufacturer and Model No.:

Cab and Chassis: 2026 Chevrolet 3500 Reg Cab

Dump Bed: CM

Hoist: CM

Length of Warranties

Cab and Frame: 3yr 36000 miles Bumper to Bumper

Engine and Power-Train: 5yr 100,000 Power Train

Flat Bed: _____

Hoist: _____

Engine Specifications Proposed

Displacement: 6.6 _____ cu. in./liter

Net Horsepower: 401 _____

Net Torque: 464 _____

Cooling System: _____

Rear end ratio: 3.73 _____ /G.V.W.R.

Suspension

Front Axle: _____ lb.; Front Springs: _____ lb.

Rear Axle: _____ lb.; Rear Springs: _____ lb.

Overload: _____ lb. each side

Are all gauges supplied? yes no

Is color sample attached? yes no

PRICE BID, FOB Dodge City

One Ton flatbed truck 4x4 AFM

Total Bid \$ 63595⁰⁰

GRAND TOTAL BID \$ 63595⁰⁰

Firm: Lewis Chevrolet

By: Gaylon Robinson

Position: Fleet manager

Signature: 

Email: _____

Address: 9005. Second

Dodge City Ks 67801

Phone: 620-227-8691

Fax: _____

Date: 5-23-25

Bid Deadline: May 23rd, 2025 10:00 a.m.

BS TRAILER SALES, INC.
1900 E. WYATT EARP BLVD.
DODGE CITY, KS 67801

Quote

Date	Quote #
5/7/2025	9279

Name / Address
LEWIS CHEVROLET OF DODGE CITY, LLC 900 SOUTH 2ND AVE. DODGE CITY, KS. 67801

Phone #	620-225-4629
www.bstrailersales.com	

Vehicle		Terms	Rep
		Net 30	
Qty	Description	Cost	Total
1	CM DB 9'4" X 94" X 60" DUMP BODY TRUCK BED FORMED HEADACHE RACK WITH CAB PROTECTOR 10GA FLOOR & 12" SOLID FOLD-DOWN SIDES	12,000.00	12,000.00
1	BED INSTALL KIT	200.00	200.00
2	BS LOGO MUD FLAP 19" X 24"	0.00	0.00
12	INSTALL BED	110.00	1,320.00
1.5	INSTALL CAMERA IF EQUIPPED BY OEM	110.00	165.00
1	COMMERCIAL DUTY CLASS 5 TRAILER HITCH WITH 2 1/2" RECEIVER FOR: 1999-2024 GM 3500 2007-2024 RAM 3500/4500/5500	1,235.81	1,235.81
1	CURT COMBO 16K PINTLE AND 2" BALL	143.95	143.95
1	CURT 15K ADJUSTABLE PINTLE MOUNT WITH 2" SHANK	90.70	90.70
1	CURT 5/8" HITCH PIN WITH GROOVE FOR 2 1/2" & 3" RECEIVERS	7.95	7.95
1	CURT BALL MOUNT REDUCER SLEEVE 2 1/2" TO 2" SHANK	21.99	21.99
1	BACKUP BEEPER	31.00	31.00
1	INSTALL BACKUP ALARM	110.00	110.00
Signature of Approval _____			
THIS QUOTE IS GOOD FOR 30 DAYS. ANY ITEMS PURCHASED/WORK DONE AFTER 30 DAYS IS SUBJECT TO PRICE CHANGE.		Total	\$15,326.40